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ABSTRACT

The employee contract between the Minnesota State Board for Community Colleges and the Minnesota Community College Faculty Asssociation, the exclusive representative for all instructors, counselors, and librarians, is presented, covering the years 1985 through 1987. The 30 articles in the agreement set forth rights and provisions related to strikes and lock-outs; association deductions; non-discrimination; management rights; association rights; negotiation representatives; faculty member protection and assistance; work year and work week; work assignments; wages; leaves of absence with and without pay; holidays; severance pay and early retirement incentive; expense allowance; faculty development; insurance; appointments, transfers, promotions, and separations; seniority and assigned fields; miscellaneous rights of faculty members; facilities and equipment; miscellaneous provisions; written reprimand, suspension, and dismissal for cause; personnel files; grievance procedures; complete agreement and waiver; legislation and rule changes; savings clause; and the term of the contract. A memorandum of the agreement establishing Arrowhead Community College, statutory definitions of public employees, and qualifications for claiming part-time positions and additional assigned fields are attached. (MDB)

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EMPLOYEE CONTRACT

Between

STATE OF MINNESOTA
MINNESOTA STATE BOARD FOR COMMUNITY COLLEGES

and

MINNESOTA COMMUNITY COLLEGE
FACULTY ASSOCIATION

1985-87

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EMPLOYMENT CONTRACT
Between
STATE OF MINNESOTA
MINNESOTA STATE BOARD FOR
COMMUNITY COLLEGES
and
MINNESOTA COMMUNITY COLLEGE
FACULTY ASSOCIATION

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PREAMBLE

This Contract is made and entered into this 12th day of March , 1986 by and between the State of Minnesota/Minnesota State Board for Community Colleges, hereinafter called the Employer, and the Minnesota Community College Faculty Association, hereinafter called the Association, and has as its purpose the promotion of effective and harmonious relations between the Employer and the Association; the furtherance of quality education by maintaining a high standard of academic excellence and efficient governmental services; the establishment of an equitable and peaceful procedure for the resolution of complaints and grievances without interruption of work and interference with the efficient operation of the colleges; to maintain and increase quality of services; and the establishment of a formal understanding relative to all conditions of employment.

ARTICLE I

RECOGNITION

The Employer recognizes the Association as the exclusive representative for all instructors, counselors, and librarians who meet the statutory definition of public employee as contained in BMS Case No. 83-PR-1219-A. (See Appendix A).

The term "faculty member" when used hereinafter in the contract shall refer to all employees within the designated bargaining unit and reference shall include both male and female faculty members.

The Employer will not during the life of this Contract meet and negotiate or meet and confer relative to terms and conditions of employment with any employee or group of employees who are covered by this Contract except through the exclusive bargaining representative.

If titles are created during the life of this Contract, or if existing faculty positions are moved into the classified service or unclassified administrative service, the Chancellor or designee shall give the Association President or designee written notice at least fourteen (14) calendar days in advance of actual implementation. The parties will meet prior to implementation if the Association requests and will attempt to agree on the inclusion or exclusion of the new title or position. If the parties cannot agree, the question will be submitted to the Director of the Bureau of Mediation Services for a determination of the inclusion or exclusion of such title.

ARTICLE II

STRIKES AND LOCK-OUTS

Section 1. Lock-Outs. No lock-out of faculty members shall be instituted by the Employer during the term of this Contract.

Section 2. No Strikes. The Association agrees that it will not promote or support any strike as defined in Minnesota Statutes 179A.03, Subdivision 16, except as provided in Minnesota Statutes 179A.18, Subdivision 1. Any faculty member who knowingly violates the provisions of this section may be discharged or otherwise disciplined.

ARTICLE III

ASSOCIATION DEDUCTIONS

Section 1. Dues Check-Off. The Employer agrees to cooperate with the Department of Finance and the Association in facilitating the deduction of membership dues established by the Association from the salary of each faculty member who has authorized such deduction in writing. The aggregate deductions of all faculty members shall be remitted together with an itemized statement to the Association office no later than 15 days following the end of each payroll period.

Section 2. Fair Share Check-Off. In accordance with Minnesota Statute 179A.06, Subdivision 3 the Association may request the Employer to check-off a fair share fee for each member of the unit who is not a member of the Association.

Section 3. Indemnity. The Association agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer by a faculty member as a result of any action taken or not taken in accordance with the provisions of this Article.

Section 4. Faculty Member Lists. The Chancellor or designee shall notify the Association President or designee of all faculty members added to or removed from the bi-weekly payroll. The Bi-Weekly Personnel Status Report shall be transmitted to the Association President or designee no later than one (1) week following the end of the payroll period. Where no such personnel transactions have taken place, the report shall so state.

ARTICLE IV

NON DISCRIMINATION

Section 1. Equal Application. The provisions of this contract shall be applied equally to all faculty members in the bargaining unit without discrimination as to race, creed, religion, color, national origin, age, physical disability, reliance on public assistance, or sex unless sex is a bona fide occupational qualification, marital status, political affiliation, sexual preference, or any other class or group distinction.

Section 2. Employer Responsibility. The Employer accepts its responsibility to ensure equal opportunity in all aspects of employment for all qualified persons regardless of race, creed, religion, color, national origin, age, physical disability, reliance on public assistance, sex unless sex is a bona fide occupational qualification, marital status, political affiliation, sexual preference, or any other class or group distinction. The Employer will not interfere with the rights of faculty members to become or not to become members of the Association; and there shall be no discrimination or interference, restraint, or coercion by the Employer or any Employer representative against any faculty member because of Association membership, non-membership, or any faculty member activity in an official capacity on behalf of the Association which is in accordance with the provisions of this Contract.

Section 3. Association Responsibility. The Association accepts its responsibility as exclusive bargaining representative and agrees to represent all faculty members in the bargaining unit without discrimination as to race, creed, religion, color, national origin, age, physical disability, reliance on public assistance, sex unless sex is a bona fide occupational qualification, marital status, political affiliation, sexual preference, or any other class or group distinction.

ARTICLE V

MANAGEMENT RIGHTS

It is recognized that except as expressly stated herein the Employer shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the colleges in all of their various aspects, including but not limited to, the educational policies of the colleges; the right to select, direct, and assign faculty members; to schedule working hours; to determine whether goods or services should be made or purchased; to make and enforce reasonable rules and regula-

tions affecting terms and conditions of employment that are uniformly applied and enforced in accordance with the provisions of the rules or regulations. Any term or condition of employment not specifically established by this Contract shall remain solely within the discretion of the Employer to modify, establish or eliminate.

ARTICLE VI

ASSOCIATION RIGHTS

Section 1. Communications. Copies of all communications distributed generally to faculty members by the Board office or a college shall be supplied to the Association at the same time. The Association shall designate its address for this purpose.

Section 2. Use of Facilities. The Association and its representatives shall have the right to use the college facilities for purposes of holding meetings and for carrying out the Association's business. Facilities for purposes of this section shall mean meeting space and equipment normally used by the faculty. If consumable supplies or classified or student help of the college is used by the Association, such use requires prior approval and reimbursement to the college for costs involved with such use. Utilization of space by the Association requires advance request and utilization of facilities in general is dependent upon the availability for such use.

Section 3. Transaction of Business. Duly authorized representatives of the Association shall be permitted to transact official Association business on college premises at reasonable times, provided that this shall not unduly interfere with nor interrupt the operations of the college. The Association may use the college distribution service and faculty member mailboxes for communications to faculty members.

Section 4. Bulletin Boards. The Association shall have the right to post announcements and notices of its activities and concerns on faculty member bulletin boards. One bulletin board on each campus will be at a location mutually agreeable to the Local Association Chapter and the College President or designee.

Section 5. Association Local Committees. The Association shall establish from one to six committees. Membership on each committee shall not exceed six. The number of committees may be limited to three at the College President's request or to a lesser number with Local Association agreement. Committees will be assigned responsibility for one or more of the following topic areas: Personnel, Student Af-

fairs, Curriculum, Community Service, Facilities, Fiscal Matters, and General Matters. The exchange of views process is recognized as being a significant and necessary part of the local campus operation.

Each committee will have full authority in the assigned area to present the views of the faculty members in meetings with the College President or designee and a committee of not more than five additional administrators. Meetings shall be scheduled monthly during the academic year and may be held at additional times by mutual consent of the College President or designee and the Chairman of the Local Association Committee.

The agenda for each meeting shall be prepared and distributed by the College President or designee at least one week before the meeting, and shall contain all items submitted by the Chairman of the Association Committee and the College President or designee. Within two weeks after each meeting the College President or designee will announce to the faculty members agreements reached and/or actions taken as a result of discussions at the meeting. A written rationale of agreements reached and/or actions taken will accompany the announcement, or the College President shall state the rationale at the next exchange of views meetings.

Proposals in the areas of the college budget, faculty activities during scheduled duty days, new program proposals, faculty proposals to discontinue a non-credit course, proposals to eliminate courses or programs, any reduction in unlimited faculty members, college organization, and changes in academic standards or credit offerings in existing programs will be considered at an exchange of views meeting. If agreement is not reached at that meeting, the proposal shall be reconsidered at the next exchange of views meeting before action by the Local Administration.

Proposals initiated by the college administration to create or change existing policies and/or rules and regulations affecting faculty members will be submitted in writing to the Local Association for reaction before a final decision is made by the college administration. Sincere efforts shall be made to reach agreement. If the Local Association or the administration feels that sincere efforts to reach agreement or understanding have not been made in exchange of views, either party may request that the Chancellor or designee and a State Association representative attend the earliest possible exchange of views meeting at that campus and make recommendations within one week.

As an alternative to the above, a different system of Local Association involvement in campus governance may be agreed to between the Local Association and the College President. Such agreement shall not in

any way regulate or control the right of selection or participation by the Local Association but shall be confined to the design of the structure and its operational mode. Any alternative system of Local Association involvement in campus governance must be approved by the State Association and the Chancellor.

Section 6. Association State Committee. The State Association shall establish a committee of no more than eight members to meet and confer with the Minnesota State Community College Board for discussion and mutual exchange of ideas regarding statewide matters which are considered significant by the State Association or the Employer. The Employer shall provide the facilities and set the time for such conferences to take place, and such conferences shall be held at least three times a year. Agenda will be prepared and distributed one week in advance by the Board President or designee and will include all items submitted by the State Association. The agenda shall also include all items submitted by the Board President.

Section 7. Access to Information. Upon request, the Employer or the Employer's designees agree to provide the Association at state and local levels information available to it concerning the professional staffing and financial resources of the Minnesota Community Colleges, including routine reports, registry of professional personnel, tentative budgetary requirements and allocations, agendas and minutes of Board meetings, names and addresses and position on the salary schedule of all faculty members in the bargaining unit, and such other information requested by the Association in contract matters or in the processing of a grievance.

ARTICLE VII

REPRESENTATIVES

Section 1. Administration of Contract. The Employer agrees that the Association Grievance representative on each campus shall be provided the opportunity to investigate and process grievances and the Local Association President on each campus shall be provided the opportunity to confer with the College President or designees concerning the provisions and application of this contract. Meetings with the administration or arbitration hearings regarding the processing of grievances shall be during the normal work day whenever practicable and the Grievant, the Association Grievance Representative and Association Local President shall not lose wages due to their necessary participation.

Upon request of the Association Chapter President, the College President shall afford release time not to exceed a total of two (2) courses per quarter with a maximum of eight (8) credits per quarter to be shared by one(1) or more Local Association Officers on each campus for the purposes of conducting Association duties. The Association shall reimburse the College for such release time at the part-time per credit rate listed in Article XI, Section 4.

Section 2. Certification of Campus Representatives. The names of the Local Association Chapter President and the Local Association Chapter Grievance Representative or alternate, who may serve if the regular Grievance Representative is not available, and other non-faculty member Association representatives who may represent the faculty members in the administration of this Contract shall be communicated to the Employer designees on the campus by means of a copy of a certification from the State Association to the Chancellor. The names of the Employer designees responsible for administering this Contract on the campus shall be communicated to the Local Association Chapter by means of a copy of a certification from the Chancellor to the State Association.

Section 3. Certification of State Representatives. The State Association President and other State Association representatives shall be certified in writing to the Employer by the State Association. The Employer designees responsible for administration of this Contract at the state level shall be certified to the State Association in writing by the Employer.

ARTICLE VIII

FACULTY MEMBER PROTECTION AND ASSISTANCE

Section 1. Assault. Faculty members shall report as soon as practicable, cases of assault suffered by them in connection with their employment to the appropriate dean or the College President, who shall comply with any reasonable request from the faculty member for information in the possession of the administration relating to the incident or the person(s) involved and shall act in appropriate ways as liaison between faculty member, the police, and the courts to protect the faculty member from further aggravation regarding the matter.

Section 2. Legal Counsel. If civil proceedings are brought against a faculty member for acts committed while acting within the scope of employment, legal counsel shall be furnished in accordance with Minnesota Statutes.

ARTICLE IX

WORK YEAR AND WORK WEEK

Section 1. Academic Calendar. The academic calendar of each college shall be established by the College President. Prior to establishing or making changes in the calendar, the President or his/her designees shall afford the Local Association an opportunity to meet and confer on the calendar.

Each calendar shall include 168 workdays. Within this total, the College President may schedule staff development activities on designated days. There shall be no classes on holidays or on the two days when the State Association meets.

Section 2. Summer Session. Each summer session shall consist of no more than 28 work days exclusive of holidays. Two summer sessions shall be considered the equivalent of one academic year quarter. It is understood that a faculty member may be assigned to teach more than 7.5 credits per session subject to the overload provisions in Article X, Section 12, and Article XI, Section 3. The college administration after consultation with the faculty members in each assigned field shall determine course offerings for summer session. In each assigned field in which courses are offered the opportunity to teach shall be offered in the following order:

A. Unlimited faculty members who hold the assigned field and have taught in the assigned field within the past two academic years, on a rotation basis, by assigned field, with those with the most continuous service in each assigned field receiving first chance, except where faculty members have already established a rotation basis for each assigned field.

    1. If a faculty member is offered an opportunity to teach one or more courses on a go/no-go basis, each such faculty member, beginning with the one at the top of the rotation, shall be given the opportunity to choose from among the courses or sections of courses scheduled in the faculty member's assigned field for that summer session.

    2. If a faculty member chooses and is assigned a specific course or section of a course on a go/no-go basis which depends on enrollment, the opportunity to teach that session applies only to that offer.

3. A faculty member who rejects an offer to teach one or more classes in a summer session shall not receive another offer to teach a summer session class until the faculty member comes up again in the rotation. However, if the offer to teach in the summer session is for a class offered on a go/no-go basis, which will depend on enrollment, then the faculty member may refuse that offer without dropping to the bottom of the rotation list. An instructor's position in the rotation shall not be altered because of the failure of a go/no-go offering to go.

B. If no unlimited faculty member qualified under (a) above accepts the assignment, unlimited employees who hold the assigned field and have not taught in the assigned field within the past two (2) years, on a rotation basis, with those with the most continuous service in each assigned field receiving first chance, subject to conditions 1, 2, and 3, above.

C. Other applicants, except that no assignments of other applicants shall be made if currently employed qualified "unlimited" faculty members have indicated their willingness to accept the assignment.

Section 3. Extra Weeks

A. Counselors who accept extra weeks assignments in counseling beyond their academic year assignment shall have their work load for such extra weeks determined in the same manner as for the academic year.

B. Librarians who accept extra weeks assignments to perform normal library services beyond their academic year assignment shall have their work load for such extra weeks determined in the same manner as for the academic year.

C. Any faculty member employed for extra weeks to perform services other than counseling for counselors, teaching for instructors, and library service for librarians shall be scheduled for 35 hours during such extra weeks assignments.

D. Extra weeks employment shall be paid for at the rate of 1/168 per day or 5/168 of the faculty member's scheduled salary for that fiscal year for each full week worked.

E. No assignment of extra weeks shall be made to other than unlimited faculty members if currently employed qualified unlimited faculty members are available and willing to accept the assignment.

However, if a temporary faculty member holds a position during the year which is so specific as to require continuance during the extra weeks period, such faculty member shall be allowed to have the extra weeks assigned.

F. Upon mutual agreement of the faculty member and the College President, extra employment may be scheduled in either extra weeks or extra days. Extra weeks or extra days offered shall be scheduled consecutively insofar as is feasible unless the faculty member and the College President agree to a non-consecutive schedule. Notification of extra days or extra weeks employment during the summer shall be given no later than June 1 unless the faculty member and the College President mutually agree otherwise.

ARTICLE X

WORK ASSIGNMENTS

It is recognized that faculty members normally average 40 or more hours per week in carrying out their professional responsibilities. Such responsibilities may include professional preparation, student evaluations, committee work, community services, maintenance of professional expertise, and participation in similar professional activities. It is also recognized that many of these hours will be planned by the faculty member and that some of these hours may be spent off campus.

Assignments by the Employer will be made within the following limits:

Section 1. Instructors

	Per Quarter	Per Year
Credits (Assigned to Courses or equated credits)	16	45

An individual instructor may be assigned as many as 18 credits in a given quarter if this assignment is necessary to provide the course offerings within a specific program or department. The total credits for the year shall not exceed 45. In any case, where a variation is implemented the college administration shall provide in writing to the instructor the reasons why this assignment is necessary and reasonable.

	Per Quarter	Per Year
Contact Hours	20	60

(Contact hours above 20, but no more than 25 per quarter, are allowable by mutual written agreement between the instructor and the College President. However, the 60 hour per year limitation shall remain.)

Science Laboratory Courses. Science laboratory courses (Chemistry, Biology, Physics, Natural Science) shall be credited on the basis of one (1) credit for each one (1) lecture hour and one (1) credit for each two (2) laboratory hours. Credits for science laboratories shall be averaged over the academic year with totals in odd numbers being reduced to the nearest lower whole number.

Preparation. When possible, without disrupting the normal class offerings a maximum of three separate class preparations may be assigned.

Office Hours. Each instructor shall post and maintain one office hour or hour of student availability in some other campus location per week for each three credits taught to a maximum of fifteen credits. Additional office hours or student availability may be scheduled at the instructor's option.

Class Size. The administration at each college shall establish through the exchange of views process, a regulation which sets a reasonable maximum class size for all instruction at the college.

Once the regulation is established, any change must be considered through the exchange of views process at least one quarter in advance, or unless the annual staffing allocation would necessitate a change in which case such changes shall be considered as soon as they can be scheduled after the publication of the allocation.

Non-Credit Instruction. When non-credit instruction is assigned as part of an instructor's load up to a full-time load, one CEU shall count as 2/3 credit for the purpose of load computation.

Elapsed Time. The average daily elapsed time per week from the beginning of the first assignment to the end of the last assignment shall not exceed 6 hours exclusive of self-assigned office hours. An individual instructor may be assigned a schedule in which the average daily elapsed time per week is increased to a maximum of eight hours if this assignment is necessary to provide the course offerings within a specific program or department. An individual instructor must approve any increase in average daily elapsed time per week. In any case, where a variation is implemented the college administration shall pro-

vide in writing to the instructor the reasons why this assignment is necessary and reasonable.

Class Schedules. Class schedules for each instructor shall be developed in each college by the administration based on consultation with the faculty member. Such schedules shall be provided to the faculty member in writing and shall include an itemization of all equated credit assignments.

Vocational Certificate Program Instruction. Twenty-five hours of instruction are required for Vocational Certificate Programs. Therefore, instructors whose assignments are exclusively in such programs may have 25 hours of instruction assigned. Reasonable effort will be made to reduce that load to the standard for other instructors by combining sections where appropriate, by assigning vocational certificate instructors to non-vocational certificate programs where appropriate for part of their assignment, or by other appropriate means. Instructors who teach only vocational certificate program courses shall not be required to post and maintain office hours. Vocational Certificate Program instructors who also teach non-vocational certificate program courses shall be required to post and maintain office hours for the non-vocational certificate program courses, provided that the total of classroom and office hours shall not exceed 25.

Combined Classes. An assignment to teach two or more classes at the same time may be made only if requested by the instructor. If such an assignment is then made by the administration, the number of credits assigned to the instructor shall be the credits of the class with the greatest number of credits of those in this assignment plus one or one-half the total number of credits assigned for all the individual classes plus one, whichever is greater.

Intern Supervision. When instructors are assigned to supervise students who are working as interns, the instructor shall be assigned credit(s) yearly as follows:

A. One credit for each four students or fraction thereof if the number of credits for the course(s) is less than 6.

B. One credit for each three students or fraction thereof if the number of credits for the course(s) is from 6 to 10.

C. One credit for each two students or fraction thereof if the number of credits for the course(s) is 11 or more.

Alternate Calendar for Instructors. The academic year calendar for an instructor may be different from the academic year calendar estab-

lished for the college. The academic year for such faculty member must conform to the number of days in the college calendar, and days may not be scheduled on the State Association meeting days. This change must be agreeable to the college administration, the faculty member, the Chancellor and the State Association. Proposals by either the Administration or the faculty for an alternate schedule shall be made in writing and the mutual consent shall be in writing.

Saturday and Sunday Assignments. Assignments to instructors for Saturdays and Sundays shall be considered to be within the academic calendar. This provision does not include student activity assignments. Instructors assigned to Saturday and/or Sunday shall have their schedules arranged to provide two (2) consecutive days in each week without assignment, if desired.

Section 2. Librarians. Librarians, by assigned field, shall be responsible for the development and implementation of library/media services to support the mission and philosophy of each institution and to develop cooperatively with the administration, the goals and objectives for these services prior to the start of each academic year. Librarians on each campus among themselves shall develop their methods of implementation for the purpose of accomplishing these goals and objectives. Priority will be given to services necessary to fulfill the educational needs of students and instructional needs of faculty. It is recognized that the quality and quantity of these services will depend upon the availability of staff and other resources. Librarians on each campus among themselves, after consultation with the administration, shall develop and post their hours of availability.

When librarians perform teaching assignments their responsibilities shall be adjusted proportionately.

If librarians in a college are offered an average of four or more extra weeks during any fiscal year, by mutual consent of the faculty member who is offered four or more extra weeks and the administration of the college, the work days of the academic year may be different than and cover a period longer than the academic year agreed upon for the college. However, the total number of days shall be 168.

Section 3. Counselors. Counselors, by assigned field, shall be responsible for the development and implementation of the counseling services to support the mission and philosophy of each institution and to develop cooperatively with the administration, the goals and objectives for these services prior to the start of each academic year. Counselors on each campus among themselves shall develop their methods of implementation for the purpose of accomplishing these goals and objectives. Priority will be given to services necessary to fulfill the ed-

ucational needs of students and instructional needs of faculty. It is recognized that the quality and quantity of these services will depend upon the availability of staff and other resources. It is further recognized by the parties that:

A. After consultation with the counseling department, the College President or designee decides when and where counseling services necessary to meet the goals and objectives shall be offered.

B. Counselors on each campus among themselves shall decide which individuals shall work to cover the hours set by the College President or designee.

C. In the event that Counselors are unable to decide which individuals shall work to cover the set hours, the College President or designee shall assign individual counselors.

D. For each counselor, no more than twenty-five (25) hours of student contact hours of availability over a five (5) day week shall be scheduled, and no more than six (6) hours averaged daily elapsed time of student contact availability may be scheduled for an individual Counselor per week.

When counselors perform teaching assignments their responsibilities shall be adjusted proportionately.

If counselors in a college are offered an average of four or more extra weeks during any fiscal year, by mutual consent of the faculty member who is offered four or more extra weeks and the administration of the college, the work days of the academic year may be different than and cover a period longer than the academic year agreed upon for the college. However, the total number of days shall be 168. Offers of extra weeks employment and/or alternate calendar proposals shall be made in writing and agreed to in writing.

Section 4. Other Assignments. Instructors, librarians, and counselors who are assigned full time to perform duties other than teaching, counseling duties, or librarian duties, or who are assigned to instructional labs which require no special advance preparation or evaluation which cannot be completed during the lab periods shall be responsible for scheduling 35 hours per week for the purposes of carrying out the development and implementation of services to support the mission and philosophy of their assigned field or area of assignment and to develop cooperatively with the administration the goals and objectives for these services prior to the start of each academic year or the start of an assignment. These individuals, or groups as is appropriate on each campus shall develop, after consultation with the

administration, their hours of work and methods of implementation for purposes of accomplishing the goals and objectives.

Priority will be given to services necessary to fulfill the educational needs of students and the instructional needs of faculty. It is recognized that the quality and quantity of these services will depend upon the availability of staff and other resources.

Faculty members may have split assignments, a portion in conformity with the "Other Assignments" clause and the balance under the Counselor, Librarian, or Instructor clauses of the contract.

Section 5. Departments and Department Coordinators. The President may establish through exchange of views at each college, departments as needed based upon a community of interest. The faculty members in each department may annually submit to the College President a list of at least two acceptable candidates for the position of Department Coordinator. The College President shall appoint the Department Coordinator from among the acceptable candidates, however, if none of these will voluntarily accept the appointment, or if no list is submitted, then the College President may select and appoint a Department Coordinator from the department for a one-year term.

Department coordinators shall coordinate the activities of the department and may responsibly direct other members of the bargaining unit in their department only but may not exercise other supervisory responsibilities as defined by M.S. 179A.03, Subdivision 17.

The administration at each college shall establish, through the exchange of views process, the tasks and responsibilities which will be assigned to each department coordinator. After these tasks and responsibilities have been established, a reasonable credit equivalence shall be assigned to department coordinators for their coordination responsibilities. If there are ten or fewer F.T.E. faculty positions in the department, the credit equivalence shall be no less than three per quarter unless the Chapter President, Coordinator, and College President agree in writing to a lesser amount. If there are more than ten F.T.E. faculty positions in the department, at least one additional equated credit per quarter shall be assigned for each additional ten F.T.E. faculty positions or fraction thereof.

Normally the equated credits will be used in determining release time from other assignments. However, in cases where the release time cannot reasonably be granted without undue disruption of the responsibilities of the department, the administration may elect to pay for the equated credits as overload pay on a pro rata basis. Also, the adminis-

tration may in such cases elect to assign part of the equated credits as release time and the rest as overload pay.

Department coordination overload pay may exceed the 1/5 overload limitation; but if it does, such department coordinator shall not be eligible for additional overload pay, extra weeks, or summer school.

Section 6. Occupational Program Coordinators. The College President may determine that an occupational program shall have a coordinator who shall responsibly direct other members of the bargaining unit in the program but not exercise other supervisory responsibilities as defined in M.S. 179A.03, Subdivision 17. Such coordinator shall be selected and appointed by the President and be given a minimum credit equivalence of three credits per quarter unless the Chapter President, Coordinator, and College President agree in writing to a lesser amount.

Section 7. Independent Study Assignments. Independent Study Assignments shall be defined as the faculty member's supervision of a course, for a student, which has been approved by the college's regular course approval procedures, or shall be defined as the tutoring of a CBE (Competency Based Education) student.

At the faculty member's option, the faculty member's quarterly load may include one independent study assignment of one student in one course of up to 5 credits or 5 CBE units. A faculty member who agrees to accept additional independent study or CBE assignments shall receive overload pay at the rate of 1/450 of scheduled salary for each student credit or CBE unit.

Section 8. Student Activity Assignments. Student activity assignments to faculty members shall be given an equitable credit equivalence on each campus according to the following:

Uniform Assignments	Credit Equivalencies
A. Athletics	
Football (Head)	10
Football (Asst.)	6
Wrestling (Head)	10
Wrestling (Asst. or J.V.)	6
Hockey	10
Baseball	10
Volleyball	10
Basketball (Head)	10
Basketball (Asst. or J.V.)	6
Softball	10
Cross Country	4

Golf	4
Tennis (Women)	4
Tennis (Men)	4
Track	6

Athletic Coordinator: Credit equivalency allocation to be based on number of sports for which there is responsibility, as follows:

Sport	Credit Equivalency
Football	2.25 - Subtract from total
Cross Country	.75 the amount received
Volleyball	2.25 for football in
Hockey	2.25 summer before
Wrestling	2.25 contract year starts.
Basketball	2.25
Baseball	1.50
Softball	1.50
Track	.75
Golf	.75
Tennis	.75
General Responsibility	2.25

Athletic Coordinators may responsibly direct other members of the bargaining unit in their activity only, but may not exercise other supervisory responsibility as defined in M.S. 179A.03, Subdivision 17.

B. Theatre

1. major production	10 credits per major production, to be divided as appropriate between director and technical director(s) at the request of the director.
2. minor production	3 credits per minor production, to be divided as appropriate between director and technical director.

C. Music

1. major group - a group which rehearses a minimum of 4 times per week, has a minimum membership of 45 persons, and has a minimum of	5 credits per quarter

one major performance per quarter.

2.	intermediate group - group which rehearses 2 or 3 times per week, has a membership of 45 or more persons, and has at least one major performance per quarter; or a group which rehearses 4 or 5 times per week, has a membership of 10-44 persons, and has at least one major performance per quarter.	4 credits per quarter
3.	minor group - a group which rehearses a minimum of 2 times per week, has a minimum membership of 10 persons and has a minimum of one major performance per quarter.	3 credits per quarter
4.	speciality group - a group which does not meet the specifications of 1, 2, or 3 above.	credits determined under Non-Uniform assignments

For music activities the credit equivalency of the instructor will not be affected by the extent to which students do or do not receive credit for participation.

Non-Uniform Assignments

For a number of activities the assignment can vary greatly, depending on the extent of the program within the college. This program variation can and does exist between colleges of the same size as well as between colleges of different sizes. The development of these programs can be the result of any of a variety of factors — community tradition, college desire, student interest, and director enthusiasm-interest-ability. The development, in many instances, has been long-term.

To establish a credit equivalency that is non-uniform would allow for the continuation of the programs developed as a result of these other factors. In some cases it would protect from the requirement of cut-

ting well established programs, and in others the expansion of programs where the situation did not warrant it.

The credit equivalency for all activities not stated in Section 8 of this article shall be as follows:

one credit for every 20 hours anticipated with students in any of the following: practice, rehearsal, performance, instruction, and activity supervision.

(This would include such activities as forensics, costuming, choreography, technical directing or stage managing or non-theatre activities, intramurals, drill-dance teams, cheerleading, literary magazine, newspaper, and others not listed.)

Note: The assignment is actually to be made in credit equivalencies, and not as a total number of hours to be devoted to all aspects of the activity. The determination of anticipated contact hours is merely a method for arriving at the credit equivalency.

Variance from the listed number of equated credits may be requested through the following process:

After discussion at local meet and confer, variations of equated credits may be requested by the college president provided that justification is included which clearly demonstrates the need or desirability for such variations. The requests and justification will be made in writing to the Chancellor.

Both the Chancellor and the State Association must agree to the variance prior to implementation. If such variation is approved, that fact and the reasons for it shall be posted on official bulletin boards.

The faculty member shall have responsibility for scheduling the activity in cooperation with the college administration. However, the actual contact hours of the activity will not be counted in the determination of the faculty member's classroom contact hour limitation, instead the annual classroom contact hours limitation for faculty members assigned activities will be reduced by the same proportion that the equated credits are of 45. The classroom contact hours reduction shall be applied in total to the quarter in which the activity assignment occurs unless requested by the faculty member and agreed to by the administration. The administration will endeavor to schedule classes for faculty members having student activity assignments at such times that the combination of classes and activities will result in reasonable elapsed time.

Section 9. Reasonable Credit Equivalence. Any assignment given faculty members by the administration which is not otherwise within the load description of Article X shall be given a reasonable credit equivalence.

The actual hours of assignment will not be counted in the determination of the faculty member's contact hour limitation. Instead, the annual classroom contact hours limitation for faculty members given assignments which are not within the load description will be reduced by the same proportion that the equated credits are of 45. The classroom contact hours reduction shall be applied in total to the quarter(s) in which the assignment(s) occur(s). The administration will endeavor to schedule classes for faculty members having assignments which are not within the load description at such times that the combination of classes and other assignments will result in reasonable elapsed time.

Section 10. Unique Assignments. If a faculty member is given an assignment that is not in compliance with the statements in this Contract, the assignment must be acceptable to the faculty member, the Chancellor and the State Association.

Section 11. Paraprofessional Supervision. Paraprofessionals in instructional, media, and student service programs will be under the supervision of a faculty member. The responsibilities of the paraprofessional will be assigned by the faculty member. When the faculty member is not on duty, a paraprofessional shall report to the employee outside of the bargaining unit to whom the faculty member reports. Faculty members shall have the option to participate in the interview and selection of paraprofessionals to be added to the staff and assigned to them.

Section 12. Overload Assignment.

A. An overload assignment shall be defined as any assignment to a faculty member which exceeds the workload assignment limitations in this agreement.

B. Overload assignments must be mutually agreed upon by the faculty member and the College President.

C. When offered to a full-time unlimited instructor, overload shall first be offered to individuals within the assigned field, except where provisions of a grant require an exception to this provision.

ARTICLE XI

WAGES

Evaluation of faculty for salary placement in accordance with this agreement will be conducted in the Community College System office, and all applicants who are offered employment shall at the time of the offer be so notified in writing. A faculty member and the MCCFA President or designee shall be notified concurrently in writing of the final column and step determination.

Section 1. Step Placement. Step placement shall reflect the number of years of experience for which credit is given. Credit for full-time teaching experience and/or relevant work experience (as determined by the Chancellor or designee) shall be granted on a 1 for 1 basis according to the aggregate of experience. Credit for military experience shall be granted only in cases where the faculty member leaves the college for military service and returns to the college after completion of the service and then shall be on a 1 for 1 basis. Initial placement shall not exceed Step 06 in 1985-86, nor Step 04 (based on mechanical re-numbering change) in 1986-87 except where a college takes over a program from another institution and also takes over the faculty members in the program, in which case the Employer may allow placement above the steps defined above providing the placement is not more than the next step above the faculty member's former salary.

At the time of "initial placement" as used in paragraph one of this section, a faculty member shall be given credit for all applicable experience in determining appropriate step placement not to exceed the limitations in paragraph one of this section. However, new faculty members who have previously been employed by the Community College System shall be placed on the salary schedule as if their step movement had not been interrupted provided that credit for relevant interim work experience shall be granted on a one for one basis subject to the limitations in paragraph one of this section. Any continuous additional step movement after "initial placement" shall be earned only by counting subsequent experience in the Minnesota Community College System. System administrators who are appointed to faculty positions shall be granted step placement based on their experience at the time of initial hire as an administrator, plus one (1) additional year of credit on the salary schedule for each year of administrative experience in Minnesota Community Colleges, subject to the limitations in paragraph one of this section.

If a Temporary Faculty Member is employed as a Probationary Faculty Member, such faculty member shall be given credit for all appropriate experience subject to the limitations in paragraph one of this section.

If a Temporary Faculty Member who holds a step placement above the step limitations in paragraph one of this section moves directly into a Probationary position, such faculty member shall retain the step placement held at the time of the transition.

If a Probationary faculty member at the time of hiring has a total experience which is in fractional years and if that faculty member is hired after the commencement of the fall quarter, the fractional year of experience may be combined with the experience in the System for purposes of step movement for the following academic year.

Step placement for any faculty member shall be determined and implemented at the beginning of any quarter or of the extra weeks which precede the quarter.

Full time appropriate employment for one academic year shall count as one year of experience and all time worked may be counted, but in no instance can more than one year of experience credit be earned in a fiscal year.

Section 2. Column Placement. Column placement shall reflect the amount of preparation for which credit is given.

Column I. Bachelor's Degree with a major in the "assigned field" or for instructors of occupational courses, work experience necessary for certification in the State Plan for Vocational Education, or other faculty members with less than a Bachelor's Degree but with appropriate training and/or experience.

Column II. Master's Degree with a major or a majority of the credits in the "assigned field," or BA plus 70 graduate credits or equivalent semester credits with two thirds of the credits in the "assigned field" and an average grade of "B".

Column III. Seventy graduate quarter credits or equivalent semester credits beyond the Bachelor's Degree, including the Master's Degree, with two thirds of the graduate credits in the "assigned field" and an average grade of "B".

Column IV. Ninety graduate credits or equivalent semester credits beyond the Bachelor's Degree, including the Master's Degree, with two-thirds of the graduate credits in the "assigned field" and an average grade of "B", or a Doctor's Degree with a major in the "assigned field."

A. Graduate Credits. Credits will be considered to be graduate level credits if such credits are granted by a recognized institution

of higher education which grants graduate level degrees and courses are taken for graduate credit by the faculty member.

Professional school credits may count as graduate credits if they are in the "assigned field" of the faculty member.

Undergraduate credits if approved by the Chancellor or designee, prior to enrollment in the course, may be counted as "in assigned field" graduate credit.

Undergraduate credits in computer sciences up to a maximum of nine (9) quarter credits shall be counted as graduate level credits "not in the assigned field."

B. Assigned Field of Faculty Members. The original assigned field of instructors, or counselors, or librarians shall be considered to be the field or fields for which the Chancellor or designee verifies a faculty member was hired.

Additional assigned fields may be secured under the provisions of Article XX, Section 2.

Column changes based on in assigned field assignment changes may occur at the beginning of any academic quarter.

A change of the assigned field shall not result in a decrease in pay for a faculty member.

C. Credits in Assigned Field. Credits will be counted as in assigned field if:

1. The college department offering the course has the same name as the assigned field of the faculty member.

2. The college department offering the course has a different name from the assigned field and the course is related or allied to the assigned field. Not more than fifteen (15) such credits shall be counted and shall be applicable to Column III and IV only.

3. The course title indicates that the course is intended for the faculty member's assigned field, or

4. The course description states that the course is intended specifically for the assigned field, or

5. The faculty member has received written approval from the Chancellor or designee prior to taking the course.

6. The courses taken are education courses specifically directed at the assigned field.

7. The courses and credits are in compliance with the statements that (a) up to (9) quarter hour credits in education courses specifically directed at the community college, (3) quarter hours of credits in Psychology of Learning, and (3) quarter hours of credits in Measurement in the Classroom may count in the assigned field, except that not more than a total of 9 such credits may count in assigned field for Column II, and not more than a total of 12 such credits may count in assigned field for Column III, and (b) all education credits specifically directed at Community Colleges for which enrollment occurred prior to July 1, 1975 shall count.

When the name of the assigned field of a faculty member is not the same as that of an academic department such as history, sociology, etc., and is an assigned field which cuts across disciplinary lines, then the determination as to which credits will count as in assigned field for such a faculty member will be determined by the Chancellor or designee.

When the assigned field is in an occupational area which does not have sufficient credit courses available for column placement or movement, the faculty member's column placement or movement shall be determined by the Chancellor or designee based upon a combination of the following alternative learning experiences of the faculty member:

1. Training in advanced techniques in the faculty member's field.
2. Appropriate in-field experiences.
3. Professional activities which have an equivalent learning effect.

When such a faculty member applies, the application for a column change shall be evaluated by the Chancellor or designee on the basis of additional training and/or experience gained after original placement, and if merited, a column change shall be granted. Such training and/or work experience in the assigned field undertaken after July 1, 1977 must be approved in advance by the Chancellor or designee in order to count toward such a column movement.

If the faculty member feels the ruling of the Chancellor or designee on the two preceding paragraphs is unreasonable, a grievance may be initiated at Step 02.

D. Column Placement and Change. Column placement for new faculty members shall be established and shall go into effect at the beginning of employment.

Column placement change for faculty members may be made at the start of any quarter or of the extra days or weeks which precede the quarter.

E. Column Change Documentation. Column placement change must be documented and established as follows:

1. The faculty member must provide to the Chancellor or designee in the Board office or on campus, either copies of official transcripts to document a column change or a written statement verifying that requirements for a column change have been completed prior to the start of the quarter. This material shall be delivered before the start of such quarter or sent by certified mail prior to the start of such quarter.

2. When documentation for a column change is provided and a column change is approved by the Chancellor or designee, the salary of the faculty member will be adjusted accordingly and such adjustment will apply retroactively to the start of the faculty member's assignment for the quarter referred to in (1) above or the weeks attached to such quarter.

Section 3. Miscellaneous. Non-credit teaching, if not part of assigned load, shall be paid to faculty members on the same basis as to others with like assignments.

Miscellaneous duties paid for from the all college fund shall be paid to faculty members on the same basis as to others with like assignments.

Faculty members shall be paid for assessment of competencies for credit as follows:

1985-87 — one to four credit assessment, $20.00; $5.00 per credit over four credits.

A faculty member employed for the summer session shall be paid on the basis of the number of credits taught. Unlimited full-time faculty, and other faculty members teaching more than five (5) credits for the summer session, shall be paid a pro-ration of the faculty member's salary schedule for the previous academic year.

The total payment for non-credit teaching, summer school teaching, overload, and extra weeks shall not exceed 1/5 of the faculty member's schedule salary, except in cases where the conditions of an out-

side grant requires additional weeks, or except as specified in Article X, Section 5.

The 1/5 total for a given year refers to the academic year, the extra weeks assigned during the fiscal year in which the academic year occurs, and the summer session(s) following the academic year.

Temporary Part-Time instructors teaching more than five (5) credits per quarter during an academic quarter or summer session(s) shall be paid a pro-ration of the appropriate position on the salary schedule for that academic year or the previous academic year in the case of summer sessions. Step movement shall be by aggregate of experience in the Minnesota Community College System. Contracts shall be quarter by quarter.

Section 4. Salary Schedule. The salary schedules for 1985-86 academic year to be effective July 1, 1985 shall be as follows:

Step	I	II	III	IV
03	15179	17864	18809	20371
04	16045	18809	19783	21406
05	16942	19783	20790	22475
06	17864	20790	21827	23571
07	18809	21827	22891	24704
08	19783	22891	23992	25864
09	20790	23992	25118	27066
10	21827	25118	26286	28299
11	22891	26286	27482	29568
12	23992	27482	28715	30884
13	25570	29469	31609	34295

1986-1987 Salary Schedule. The salary schedule for the 1986-87 academic year to be effective July 1, 1986, shall be as follows:

NOTE: The steps in the salary schedule for 1986-87 have been re-numbered due to the deletion of steps at the entry level of the schedule. This re-numbering is a mechanical change only. Faculty will convert to the "new" step number in 1986-87 which replaces their 1985-86 step plus any additional step movement provided in this contract.

OLD	NEW	I	II	III	IV
04	01	16655	19524	20535	22220
05	02	17586	20535	21580	23329
06	03	18543	21580	22656	24466
07	04	19524	22656	23761	25642
08	05	20535	23761	24903	26847
09	06	21580	24903	26072	28095
10	07	22656	26072	27284	29375
11	08	23761	27284	28527	30692
12	09	24903	28527	29807	32057
13	10	26541	30589	32810	35598

For 85-86 and again for 86-87, each faculty member not at the maximum step on the salary schedule, and who meets the requirements for step movement, will be moved to the next step.

Faculty members who teach five (5) credits or less per quarter shall be compensated at the rate of $310 per credit.

Faculty member's positions on the salary schedule shall not be altered because of this contract except as provided for under the terms of this contract.

Section 5. Applied Music. Applied music instruction provided by part-time instructors shall be paid at the rate of at least $85 per quarter for each one-half (1/2) hour lesson per week. The applied music instruction pay rate shall be applied uniformily at the college.

ARTICLE XII

LEAVES OF ABSENCE WITH PAY

Section 1. Communicating Absence. A faculty member who finds it necessary to be absent shall communicate with the community college official to whom the faculty member is responsible, in advance whenever possible.

Section 2. Sick Leave. Upon initial employment each full-time faculty member shall be credited with twenty (20) days of sick leave allow-

ance. At the beginning of the third academic year of employment and each academic year thereafter, each full-time faculty member shall be credited with ten (10) days of sick leave allowance to be used for approved absences necessitated by reason of illness or injury, by necessity for dental or medical care, by exposure to contagious disease so that attendance on duty may endanger the health of fellow faculty members or the public or the illness of the faculty member's spouse, minor children, or parent and spouse's parents for such periods as the faculty member's attendance shall be necessary. Further, a faculty member shall be granted up to five (5) days, charged against sick leave, for the reason of establishing bonding with an adoptive or foster child. A faculty member who finds it necessary to be absent for any of these reasons shall communicate with the College President or designee as soon as possible and file a request in writing for approval of the use of sick leave for such absence. Unused sick leave may be accumulated to a maximum of 112 days. Sick leave earned over the maximum will be considered lapsed but shall be recorded to the faculty member's credit. In the event that a faculty member with an illness exhausts the current accumulated sick leave and has lapsed sick leave recorded to the faculty member's credit, additional sick leave shall be granted by the President upon valid medical documentation, to the extent required by the faculty member's illness, but not to exceed the total amount of lapsed sick leave.

One additional day of sick leave allowance shall be credited to each unlimited faculty member who is employed full-time for a summer session or for four or more extra weeks. If less than full-time, it shall be pro-rated.

Sick leave credited to a faculty member in advance is assumed to be earned at the rate of ten (10) days per academic year. If a faculty member resigns or is dismissed for cause and has used more sick leave than has been earned, such faculty member shall reimburse the employer for any such overpayment.

A faculty member who is reinstated or reappointed to the Minnesota Community College System within four (4) years from the date of resignation or retirement may, at the Appointing Authority's discretion, have the accumulated but unused sick leave balance restored and posted to the faculty member's credit in the records of the employing department, provided such sick leave was accrued in accord with the provisions of this Agreement.

However, upon reinstatement or rehire, a faculty member who has received severence pay shall either have the sick leave balance restored at sixty (60) percent of the faculty member's accumulated but unused sick leave balance plus eighty seven and one half (87 1/2) percent of

the faculty member's accumulated but unused sick leave bank or may buy back the total amount of sick leave previously paid off on severance by paying the College at the time of reinstatement or rehire the gross amount of dollars previously paid out.

Section 3. Bereavement leave. A faculty member shall be granted up to five (5) days of approved leave as necessary for bereavement purposes. Bereavement leave of up to five (5) days shall not be deducted from sick leave in the event of death in the immediate family or of death of any individual who is named a beneficiary in the faculty member's TRA program. The term "immediate family" shall mean: spouse, parents, parents of spouse, guardian, children, grandchildren, brothers, sisters, grandparents, or wards of the faculty member or of the faculty member's spouse. Other approved bereavement leave shall be deducted from sick leave.

Section 4. Personal Leave. Upon application and approval, each full-time faculty member will be granted two days per academic year for use as personal leave. Personal leave may accumulate to eight days but use shall not exceed two days in any quarter unless an emergency arises in which case a third and/or fourth day may be used if approved by the College President. Personal leave may be taken in half (1/2) day increments.

Section 5. Advanced Degree or Certification Leave. Upon application, a faculty member shall receive a leave of up to five (5) days to take written or oral exams for an advanced degree or certification.

Section 6. Legal Leave. Upon application, a faculty member shall be excused from work for jury service or in response to a subpoena or other direction by proper authority. Such faculty member shall be paid his/her regular pay less the fee received, exclusive of expenses, for serving jury call or witness, as required by court.

Section 7. Sabbatical Leave. The purpose of sabbatical leaves is to give faculty members the opportunity to secure additional education, training, or experience which will make them better prepared for carrying out their college assignments. Such leaves shall be granted if the following criteria are met:

A. The full-time or unlimited part-time faculty member will have continuously served the equivalent of six or more academic years in the Community College System with an aggregate of 18 quarters of actual service without having been granted a sabbatical leave. Any quarter in which a faculty member has received 30 or more working days of unpaid leave shall not count as one of the 18 quarters, excluding the one quarter exception specified in Article XIII,

Section 6. This total must be achieved prior to the commencement of the leave.

B. The faculty member has submitted a plan for the sabbatical leave which is designed to serve the purpose described above.

C. The College President has certified that a replacement can be found. In individual cases where a replacement cannot be found, a faculty member determined to meet the other eligibility requirements in the year of request, will not be denied a sabbatical leave in subsequent years based solely on this reason. This provision shall not be applicable to the faculty member after a sabbatical leave request is granted (unless the situation recurs after six (6) more years of service).

D. Funds to cover the cost of the sabbaticals are available. Except in situations of financial exigency for the Minnesota Community College System, sabbaticals will not be denied for this reason.

E. The number of sabbaticals approved for a college does not exceed seven percent, rounded up to the next whole number, of the number of full-time equivalent faculty positions allocated to the college for the academic year preceding the application, or one, whichever is greater. However, the number of one-quarter sabbaticals approved for a College cannot exceed three percent.

If the number of applicants in a given college exceeds seven percent of the number of full-time equivalent faculty positions allocated to the college for the previous year, approval will be granted to those who have the greatest number of continuous years of full-time service based on the date of employment or the date of return after the last sabbatical, whichever is most recent. Applicants denied a one (1) quarter sabbatical leave due to the three (3) percent limitation shall have the option to take a two (2) or three (3) quarter leave. Indication of a willingness to accept the alternative leave must be provided at the time of initial application.

If requested by a College President and agreed to by the Chancellor and the State Association, additional sabbaticals may be approved.

If there are no sabbaticals available, the applicants may, at their option, fill vacancies created by cancellations in their college in order of descending number of years of service. In case of ties, selection will be made by lot. Applicants must make a separate application each year that they wish to be considered for a sabbatical leave.

Sabbatical leaves may be granted for one, two, or three consecutive quarters in an academic year, with full base salary for one quarter, or with two-thirds (2/3) of base salary for two or three quarters.

Faculty members on sabbatical leave may accept scholarships, fellowships, grants or employment during the sabbatical leave provided the scholarships, fellowships, or grants or employment provide experience which serves the purpose of the sabbatical leave.

Applications for sabbaticals shall be submitted to the Chancellor or designee in the Board Office between November 24th and December 8th in the year preceding the academic year during which the faculty member is planning to take the leave. The application must be delivered to the Chancellor or designee in the Board Office by December 8 or mailed by certified mail not later than December 8 to be considered. Notification of approval or rejection will be provided by the Board no later than February 1.

In the event a sabbatical is granted and the faculty member wishes to refuse the sabbatical, the faculty member may make a written request to the College President stating this fact. The College President shall submit this request along with a recommendation and if the Board grants the request the faculty member shall forfeit eligibility for a sabbatical leave until such faculty member has served for four more continuous, full-time academic years in the Minnesota Community College System with an aggregate of 12 quarters of actual service as an Unlimited Full-Time faculty member unless the Board chooses to waive this requirement. The determination of whether or not the four year waiting period will apply shall be made at the time the refusal is approved. Any quarter interrupted by 30 or more working days of unpaid leave shall not count as one of the 12 quarters. This total shall be achieved prior to the commencement of the leave.

A faculty member who has taken a sabbatical leave shall be required to return to her/his college for at least one academic year of service. If the faculty member refuses to do so, the faculty member will be required to repay the salary which was paid by the employer during the sabbatical leave unless the Board chooses to waive this requirement because of special circumstances which the Board deems to merit such waiver. The repayment shall be completed not later than the beginning of the academic quarter in which the faculty member was expected to return. Upon returning from sabbatical, the faculty member shall submit a written description of plan activities undertaken during the sabbatical. If a faculty member desires to change the substance of the sabbatical plan which was previously approved by the Board, the faculty member shall submit an amended plan to the Chancellor. If the Chancellor fails to approve the amended plan, the faculty member may submit an alternative plan(s).

Time spent on sabbatical leave shall be counted as continuous service for all purposes for which continuous service is a factor in the Minnesota Community College System.

No sick leave or personal leave shall be accumulated or credited to a faculty member during a sabbatical leave.

Section 8. Military Leave. Up to fifteen (15) working days leave per calendar year shall be granted to members of a reserve force of the United States or of the State of Minnesota and who are ordered by the appropriate authorities to attend a training program or perform any other duties under the supervision of the United States or of the State of Minnesota during the period of such activity.

Section 9. Pro-Rata. The provisions of Article XII, Section 2 - Sick Leave, Section 3 - Bereavement Leave and Section 4 - Personal Leave shall apply on a pro-rata basis to all part-time faculty members in the bargaining unit.

Section 10. Accounting of Leave Status. At the end of each fiscal year an accounting of sick, personal, and unpaid leave status will be provided to each faculty member by the faculty member's college.

Section 11. Leave Benefit Accumulations. Leave benefit accumulations accrued on the basis of service prior to the signing of this Contract shall be retained by the faculty member after such signing.

ARTICLE XIII

LEAVES OF ABSENCE WITHOUT PAY

Section 1. Military Leave. Leave shall be granted to a faculty member who enters into active military service in the armed forces of the United States for the period of military service, not to exceed four (4) years.

Section 2. Parenthood Leave. Upon application, parenthood leave shall be granted without pay to any faculty member who is expecting a child either by natural birth, adoption, or through a foster parent program. Parenthood leave requests should be filed as early as possible, but one month prior to date of leave is required. The leave shall commence on the date requested by the faculty member and shall continue for a period of up to nine months, provided, however, that the parenthood leave may be extended upon application to the College President for up to an additional six months. The initial leave and sub-

sequent extension may be adjusted by the College President up to three months to synchronize with an academic quarter except that no adjustment may be made which would reduce the initial leave to less than six months without approval of the faculty member.

Section 3. Other Leaves of Absence Without Pay. Upon application, faculty members may be allowed to be absent without pay with the approval of the College President consistent with the conditions that such leave shall be granted only when it will not result in undue prejudice to the interests of the college beyond any benefits to be realized. Leaves for the following purposes shall be considered: illness or poor health beyond the limits of paid sick leave; work experience in education, business, industry, and/or government; service in a professional organization; and advanced study.

Leaves for personal emergencies will be authorized. Leave requests for other specific personal reasons may be considered. Applications for an extension of a leave will be considered by the College President providing the application for extension is submitted at least 90 days prior to the expiration of the current leave.

Section 4. Religious Holidays. Any faculty member who observes a religious holiday on a day which does not fall on a Sunday or a legal holiday shall be entitled to such day off from his employment for such observance. Such day off shall be taken off without pay except where the faculty member has unused personal leave, and in that case such day may be charged against the personal leave of the faculty member upon request of the faculty member. The faculty member shall notify the college in writing between 10 and 20 days prior to the absence.

Section 5. Extended Leaves of Absence. Full-time faculty members who are eligible for extended leave under M.S. 136.88 (a full-time faculty member who has been employed by the Community College Board for at least five (5) years and has at least ten (10) years of allowable service as defined in M.S. 354.05 Subd. 13) may be granted a leave without pay of at least three (3) years but no more than five (5) years. Denials of such leaves shall not be arbitrary, unreasonable, or discriminatory. Pursuant to M.S. 354.094, the State shall pay employer contributions into the fund for each year for which a member who is on extended leave pays employee contributions into the fund. Such contribution shall be based on the schedule salary amount the faculty member received in the year immediately preceding the leave.

Section 6. Benefits. No benefits shall accrue to faculty members during unpaid leaves that exceed an aggregate of ten working days in an academic year, except as provided by statute or as otherwise modified in this contract. However, an exception shall be made in case of unpaid

leave necessitated by reason beyond the control of the faculty member in which instance no benefits shall accrue to such faculty member if the unpaid leave exceeds an aggregate of thirty (30) working days in any academic year.

An Unlimited Full Time faculty member who is granted an unpaid leave for up to one full academic quarter to take effect after September 1, 1974, shall upon return, be placed on the salary schedule as if the faculty member's service has been continuous in the system. Such faculty member may be granted this provision once only during the faculty member's career with the Employer. Such one quarter shall also be counted as continuous service for purposes of seniority and service to count towards sabbatical leave eligibility.

Upon application, a faculty member who is granted an unpaid leave specifically to do full time teaching elsewhere, or to engage in other full time (or its equivalence) endeavors which are related to the faculty member's performance or expertise at the college, except in cases of extended leaves pursuant to MS 136.88, shall, upon return, be placed on the salary schedule as if the faculty member's service had been continuous in the System, and the time spent on such leaves shall count for seniority purposes as well. When this type of unpaid leave is less than one (1) academic year, the time spent on the leave shall count for sabbatical eligibility.

A faculty member on unpaid leave shall not be considered to have had a break in service. Time spent on leave shall count only toward such benefits as are provided in this contract.

ARTICLE XIV

HOLIDAYS

The academic calendar will provide that no faculty members will be scheduled to work on the following holidays: New Years Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day, and any other days provided by statute. When any of the holidays fall on Saturday, the preceding Friday shall be the holiday. When any of the above holidays fall on Sunday, the following Monday shall be the holiday.

ARTICLE XV

SEVERANCE PAY AND EARLY RETIREMENT INCENTIVE

Section 1. Severance Pay. Severance pay shall be granted to all faculty members under the following provisions:

A. Faculty members who have completed 20 years of continuous service, including service in those school district junior colleges that were taken over by the Junior College Board shall receive severance pay upon separation from state service in an amount equal to 40% of the faculty member's accumulated but unused sick leave balance (not to exceed 112 days) plus 12 1/2% of the faculty member's accumulated but unused sick leave bank times the faculty member's regular daily rate of pay at the time of separation.

B. All faculty members who are mandatorily retired from state service or are separated by reason of death shall receive severance pay in an amount equal to 40% of the faculty member's accumulated but unused sick leave balance (not to exceed 112 days) plus 12 1/2% of the faculty member's accumulated but unused sick leave bank times the faculty member's regular daily rate of pay at the time of separation. In the event of death, such payment shall be made to the beneficiary designated by the faculty member under the Minnesota Teacher's Retirement Association.

C. All faculty members who are laid off from service in the community colleges, except on a seasonal basis, shall receive severance pay in an amount equal to 40% of the faculty member's accumulated but unused sick leave balance (not to exceed 112 days) plus 12 1/2% of the faculty member's accumulated but unused sick leave bank times the faculty member's regular daily rate of pay at the time of separation.

D. Should any faculty member who has received severance pay be subsequently reappointed to State service, eligibility for future severance pay shall be computed upon the difference between the amount of accumulated but unused sick leave restored to the faculty member's credit at the time the faculty member was reappointed and the amount of accumulated but unused sick leave at the time of the faculty member's subsequent eligibility for severance pay. However, if the faculty member has bought back the total amount of sick leave previously paid off on severance, eligibility for future severance pay shall be computed upon the amount of accumulated but unused sick leave to the faculty member's credit at the time of the faculty member's subsequent eligibility for severance pay.

E. If necessary, accumulated but unused bank days shall be added to the sick leave balance to attain the 112 days maximum.

F. Faculty members who retire from state service after ten (10) years of continuous state service, and who are immediately entitled at the time of retirement to receive an annuity under a state retirement program shall, not-withstanding an election to defer payment of the annuity, also receive severance pay.

A faculty member who completes 20 academic years of service and who retires at the end of the academic year will be considered to have retired as of the following July 1 for purposes of severance pay.

Section 2. Early Retirement Incentive.

A. Eligibility. In addition to the provisions of Section 1, any faculty member who has served at least fifteen (15) years in the Community College System and is at least fifty-five years of age shall be eligible for early separation. Individual applications for early retirement incentive will only be granted where it can be shown that the specific application would prevent a layoff, allow the recall of a laid off faculty member and/or would result in a cost savings to the System.

B. Compensation. An eligible faculty member who elects early separation through resignation or early retirement shall receive compensation equal to his/her base salary. An eligible faculty member who elects such early separation shall receive compensation equal to his/her base salary minus 20% of his/her base salary for each year beyond age sixty (60). The faculty member shall receive the compensation in two equal annual payments, the first upon separation and the second in the following year or on the reasonable terms as conveyed by the faculty member and accepted by the administration.

C. Maintenance of Benefits. The separated faculty member shall have the right to continue, at the employer's expense, health insurance benefits for one year after separation.

D. Persons choosing early separation shall have eligibility for early retirement payments determined in accordance with appropriate statutes and regulations.

ARTICLE XVI

EXPENSE ALLOWANCES

Section 1. General. The Employer may authorize travel at state expense for the effective conduct of the state's business. Such authorization must be granted prior to the incurrence of the actual expenses. Faculty members affected under this Article shall be reimbursed for such expenses which have been authorized by the Employer in accordance with the terms of this Article.

Section 2. Automobile Expense. When a state-owned vehicle is not available and a faculty member is required to use the faculty member's automobile to conduct authorized state business, the Employer shall reimburse the faculty member at the rate of twenty-six (26.0) cents per mile for mileage on the most direct route according to Transportation Department records. When a state-owned vehicle is offered and declined by the faculty member, the Employer shall authorize the mileage be paid at the rate of twenty-one (21) cents per mile on the most direct route. Deviations from the most direct route, such as vicinity driving or departure from the faculty member's residence, shall be shown separately on the faculty member's daily expense record and reimbursed under the foregoing rates. Actual payments of toll charges and parking fees shall be reimbursed. A faculty member shall not be required by the Employer to carry automobile insurance coverage beyond that required.

When a faculty member is assigned to off campus duties, the faculty member shall be paid the full roundtrip mileage allowance between the teaching location and the faculty member's home less the roundtrip distance between the home and campus.

Section 3. Commercial Transportation. When a faculty member is required to use commercial transportation (air, taxi, rental car, etc.) in connection with authorized business of the Employer, the faculty member shall be reimbursed for the actual expenses of the mode and class of transportation so authorized. Reasonable gratuities may be included in commercial travel costs.

Section 4. Overnight Travel. A faculty member in travel status who incurs expenses for lodging shall be allowed actual reasonable costs of lodging, in addition to the actual cost of meals while away from the home station, up to the maximum stated in Section 5 of this Article. A faculty member in travel status in excess of one (1) week without returning home shall be allowed actual cost not to exceed a total of $16.00 per week for laundry and/or dry cleaning for each week after the first week.

Section 5. Meal Allowances.

A. A faculty member assigned to be in a travel status between the faculty member's work station and a field assignment shall be reimbursed for the actual cost of meals, including a reasonable gratuity. Breakfast reimbursement may be claimed only if the faculty member is on assignment away from home station in a travel status overnight or departs from home in an assigned travel status before 6:00 a.m. Dinner reimbursement may be claimed only if the faculty member is away from home station in a travel status overnight or is required to remain in a travel status until after 7:00 p.m.

B. Maximum reimbursement for meals including tax and gratuity, shall be:

Breakfast	– $ 6.00
Lunch	– $ 7.00
Dinner	– $12.00

C. Faculty members stationed in the seven (7) county metropolitan area shall not be reimbursed for lunch obtained in the seven (7) county metropolitan area, except when authorized by the Employer as a special expense prior to incurring such expense.

Section 6. Special Expenses. When prior approval has been granted by the Employer, special expenses, such as registration or conference fees and banquet tickets, incurred as a result of state business, shall also be reimbursed.

Section 7. Payment of Expenses. The Employer will advance the estimated cost of travel expenses where the anticipated expenses total at least fifty dollars ($50.00), provided the faculty member makes such a request within a reasonable period of time in advance of the travel date.

ARTICLE XVII

FACULTY DEVELOPMENT

Section 1. College Level. Each College will be allocated faculty development funds at the rate of $175 per each full-time equivalent faculty position allocated to the College for the preceding academic year. Funds provided by this Section shall be used only for financing expenses for faculty members only to attend conferences, workshops and other activities off-campus, or for the provision of on-campus activities for staff development of the faculty. The Local Association

Chapter shall determine an equitable procedure for the distribution of faculty development funds. The College President or designee may review proposed faculty development expenditures, and may veto a proposed expenditure within one week of its receipt if the proposed expenditures do not meet the purposes stated above. Nothing in this Section shall preclude the Local Association Chapter from proposing to spend faculty development funds on joint activities with other groups at the College. Upon mutual written agreement, the Association Chapter President and the College President may agree to another method for determination of the use of College level development funds.

Section 2. System Level. For each fiscal year of this Agreement, the Community College System will allocate a pro-rata share of the funds identified in the budget as "staff development" for faculty development. Such funds will be used to provide statewide or regional conferences, workshops and other activities for the staff development of faculty members. A Joint Committee comprised of three faculty members appointed by the MCCFA and three administrators appointed by the Chancellor shall aid and advise the Chancellor or designee in the use of these funds.

ARTICLE XVIII

INSURANCE

Section 1. Paid Life Insurance. The Employer agrees to provide and pay for the following term life insurance and accidental death and dismemberment coverage for all eligible faculty members (double indemnity applies in the case of accidental death):

Faculty Member's Annual Base Salary	Group Life Insurance	Accidental Death and and Dismemberment-Principal Sum
0-$20,000	$30,000	$30,000
$20,001-$30,000	$40,000	$40,000
over $30,000	$50,000	$50,000

Up to $105,000 additional insurance may be purchased by faculty members subject to satisfactory evidence of insurability, in increments established by the Employer. The Employer shall also make available dependent coverage of $3,000 for each dependent and optional life insurance for the spouse of the faculty member to a maximum coverage equal to the total state group life insurance coverage

maintained by the faculty member. Such additional optional insurance for the spouse must be purchased in increments established by the Employer.

Faculty members in the bargaining unit who are appointed for three (3) credits or more a quarter shall receive $5,000 State paid life insurance while employed by the College.

Section 2. Health Insurance. The Employer agrees to offer during the life of this Agreement Group Life, Health, Surgical, Medical and Hospital Benefits, and Dental benefits equivalent to those in existing contracts of insurance and the certificates issued thereunder subject to the modifications contained in this Article. However, benefits under any particular Health Maintenance Organization are subject to change during the life of this Agreement upon action of that Health Maintenance Organization's Board of Directors and approval of the Employer.

A. Employer Contribution.

For the period July 1, 1985 through October 1, 1985 the Employer shall contribute toward the cost of faculty member and dependent health and dental coverage an amount equal to the Employer's contribution in effect on June 30, 1985.

1. Faculty Member Coverage.

Effective October 2, 1985, the Employer shall contribute toward the cost of faculty member health coverage an amount equal to the total monthly faculty member-only premium of the carrier with the lowest cost family premium operating in the county of the faculty member's permanent work location and under contract to serve the State faculty member group plan.

2. Dependent Coverage.

Effective Octobe- 2, 1985, The Employer shall contribute toward the cost of dependent health coverage an amount equal to 90% of the total monthly dependent-only premium of the carrier with the lowest cost family premium operating in the county of the faculty member's permanent work location and under contract to serve the State faculty member group plan.

B. Coverage Options.

Eligible faculty members may select coverage under any one of the HMO's fee-for-service health plan, Preferred Provider Organization, or any other plan offered by the Employer.

Effective October 2, 1985 the fee-for-service plan shall pay as follows:

In-Patient Hospital Services: After an annual deductible of $100 per faculty member or $200 per family, 80% of the first $3,000 of allowable charges or $600 out of pocket costs per individual, with a maximum of $1,200 out of pocket cost per family, and 100% of the remainder occuring in the calendar year. Diagnostic lab and x-ray services are reimbursed at 100% with no deductible when provided as an in-patient hospital case.

Out-Patient Hospital, Surgery Center and Home Health Agency Services:

Hospital Out-Patient:

100% of all allowable charges except for:

- Non-emergency visits. 80% of costs will be reimbursed.
- Lab tests and x-rays for reasons other than medical emergency, injury, or preadmission test. 80% of costs will be reimbursed.
- Chemical dependency. Chemical dependency care will be reimbursed 100% up to 130 hours of treatment per calendar year.
- Mental Illness care. 80% of $750 per calendar year of mental illness care will be reimbursed.

Ambulatory Surgery Centers:

100% of all allowable charges.

Home Health Agencies:

With prior authorization, 100% of home health care to a maximum of $5,000 per calendar year will be reimbursed.

Health Services of Health Care

Professionals:

- AWARE Gold physician, chiropractor, podiatrist or optometrist: 100% of all allowable charges. "Allowable Charges" include but are not limited to:

physical examinations
well-child care
doctor visits
professional surgery fees
eye examinations
pregnancy-related care

Diagnostic lab and x-ray services are reimbursed 100% with no deductible when provided by an AWARE Gold professional.

- AWARE professionals: 80% of the first $3,000 and 100% thereafter of usual and customary charges after a deductible of $100. Diagnostic lab and x-ray services are reimbursed 80% after a $100 deductible when provided by an AWARE professional.

- Non-AWARE professionals: Same as for AWARE providers, except faculty member is responsible for any charges in excess of usual and customary. Diagnostic lab and x-ray services are reimbursed 80% after a $100 deductible when provided by a non-AWARE professional.

Other Covered Health Services:

Drugs – Covered 100% after a co-payment of $4.50 per prescription.

Supplies – Reimbursed 80% with no deductible.

Ambulance – Reimbursed 80% with no deductible.

Maximum lifetime benefits to $1,000,000.

Section 3. Dental Insurance. The Employer agrees to make limited dental care benefits, including limited orthodontics benefits for eligible dependent children from age eight (8) to nineteen (19), available to all eligible faculty members and their families.

Effective October 2, 1985, the Employer shall contribute the lesser of the total faculty member Delta Dental monthly premium or the monthly premium of the dental carrier covering the faculty member toward the cost for faculty member dental coverage.

Effective October 2, 1985, the Employer shall contribute the lesser of one-half (1/2) the dependent Delta Dental monthly premium or the premium of the carrier covering the dependent toward the cost of dependent dental coverage.

Eligible faculty members may select coverage under a fee-for-service dental plan offered by the Employer or any other dental plan offered by the Employer.

Section 4. Long Term Disability. When an eligible faculty member has elected to take the State's long term disability insurance, the State shall contribute one-half (1/2) toward the premium or $5.90 bi-weekly, whichever is less.

Section 5. Optional Insurance. The Employer shall continue to make available all existing optional insurance coverages.

Section 6. Group Premium for Early Retirement. Faculty members who retire from State service prior to age sixty-five (65) and who are entitled at the time of retirement to receive an annuity under a state retirement program shall be eligible to continue to participate, at the faculty member's expense, in the group hospital, medical and dental benefits as set forth in Minn. Stat. 43A.27, Subdivision 3 at the State group premium rates.

Section 7. Continuation of Insurance Benefits. Faculty members who sever State employment without qualifying for the early retirement incentive shall be eligible to continue to participate at the faculty member's own expense in the group insurance program for the lesser of twelve (12) months or until re-employed and eligible for health coverage under a group policy, contract, or plan sponsored by the State or another employer, whichever is shorter.

Section 8. Open Enrollment. There shall be an open enrollment period for the coverages available under Section 2 of this Agreement lasting a minimum of thirty (30) calendar days. The open enrollment period shall commence on a mutually determined date. For faculty members retiring and entitled to receive an annuity under a State retirement program, there shall be an open enrollment period for a thirty (30) calendar day period immediately preceding the date of retirement. Changes in coverages shall become effective at the beginning of the payroll period nearest to October 1 in each year or the first day of the first full payroll period following the faculty member's retirement.

There shall be an open enrollment period for the coverages provided under Section 3 above during the first year of this Agreement lasting a minimum of thirty (30) calendar days and commencing on a mutually agreed upon date.

Section 9. Insurance Coverage for Faculty Members on Layoff. All eligible faculty members with three (3) years or more of continuous service who have been laid off shall continue to be eligible to receive

the benefits provided under this Article for a period of twelve (12) consecutive months from the date of layoff or until re-employed and eligible for health coverage under a group policy, contract or plan sponsored by the State or another employer, whichever is shorter. Such faculty members shall have the option to continue to participate in the group insurance programs for an additional twelve (12) months or until re-employed and eligible for health coverage under a group policy, contract or plan sponsored by the State or another employer, which ever is shorter at their own expense at the group premium rates.

Section 10. Eligibility. To be eligible for the State paid benefits provided in this Article, a faculty member in the bargaining unit must be appointed for at least 75% of the full-time work assignment load for the academic year.

The Employer will pay, at the faculty member's option, one-half (1/2) the State contribution toward the premium for the hospital, medical and dental coverages provided by this Article for the following faculty members and their dependents: 1) faculty members holding unlimited part-time appointments who work six (6) credits or its equivalence but less than seventy-five percent (75%) of the time, and 2) faculty members holding temporary part-time appointments who meet the following conditions:

a. Initial qualification requires an appointment totaling at least six (6) credits and up to twelve (12) credits per quarter over three (3) consecutive academic year quarters;

b. Once qualified, a faculty member remains qualified for each quarter in which the faculty member's appointment equals at least six (6) credits;

c. When a faculty member's quarterly appointment drops below six (6) credits, insurance coverage will cancel for that quarter, but will be reinstated when the quarterly appointment returns to at least six (6) credits.

d. Once a break in service occurs (excluding summer session) initial qualification in "a" above must be re-met.

Enrollment must be at the time of initial employment, initial part-time qualification, or during a period of open enrollment.

A faculty member on a temporary appointment who is eligible for State paid insurance benefits shall continue to be eligible for State paid insurance benefits during the summer if notice has been received from the College President (Provost) or designee by May 31 of each year

that the faculty member will be re-hired in an insurance eligible position (at least six (6) credits or its equivalence) for the subsequent fall quarter. A faculty member eligible for basic and/or dependent coverage paid for by the Employer shall have continuous coverage maintained during a period of sabbatical leave.

Benefits shall become effective on the first day of the first payroll period beginning on or after the 28th calendar day following the first day of employment, re-employment or rehire with the State.

A faculty member must be at work or in payroll status on the effective date of coverage.

Dependents who are hospitalized on the effective date of coverage will not be insured until such dependents are released from the hospital, nor shall the dependents be insured for any optional coverages during the period of hospitalization. In no event shall the dependents coverage become effective before the faculty member's coverage.

Benefits provided under this Article shall continue as long as a faculty member meets these eligibility requirements and appears on a State Payroll for at least one (1) working day during each payroll period or is off the State payroll due to work related injury or disability and is either receiving Worker's Compensation payments or is using unpaid sick leave as provided in Article XIII. Sick leave cannot be used for the purpose of continuing State paid insurance by keeping a faculty member on a State payroll for one working day per pay period during the time the faculty member is on an unpaid leave of absence. If an eligible faculty member is employed on the basis of an academic year and such employment includes absences from the State payroll during the summer months or vacation periods scheduled by the Appointing Authority which occur during the regular academic year, the faculty member shall nonetheless continue to be eligible for benefits provided the faculty member appears on the regular payroll for at least one (1) working day in the payroll period immediately preceding such absences.

Faculty members on unpaid leaves of absence may continue their insurance coverage at their own expense.

ARTICLE XIX

APPOINTMENTS, TRANSFERS, PROMOTIONS, AND SEPARATIONS

Section 1. Appointments. The following types of appointments may be made:

A. Probationary. A faculty member must complete at least one (1) but no more than (2) year(s) on probationary status before becoming an unlimited faculty member. A probationary appointment is an appointment other than unlimited or temporary. Such an appointment means that the individual holding such status is being evaluated for purposes of determining whether or not unlimited status will be granted. A probationary appointee shall be provided an annual written evaluation which shall not be arbitrary or capricious; this evaluation shall serve as a basis for retention decisions except when a probationary appointment is terminated due to layoff. If the faculty member's performance during the first year of probation has been determined to be satisfactory, the faculty member will be granted unlimited status at the end of that academic year. A probationary appointment may be terminated at the end of the first year upon at least forty-five (45) days advance written notice. In individual cases where the College President believes that a faculty member's performance is unsatisfactory the President may extend the probationary period by one (1) additional academic year. Prior to the beginning of the second year, the President shall meet with the faculty member to discuss strengths and deficiencies and performance expectations identified in the first year's evaluation. A second year probation may be terminated at the end of the second year upon at least forty-five (45) days advance written notice. A probationary faculty member who completes the probationary appointment without receiving a termination notice or a notice extending the probationary period for the second year shall become an unlimited faculty member. No faculty member shall serve more than one probationary period in the Minnesota Community College System.

B. Unlimited Full-Time. An unlimited full-time faculty member is defined as a faculty member with a full-time assignment for an academic year which carries the assumption that such employment will continue on a full-time basis in subsequent years.

C. Unlimited Part-Time. If it is to the mutual advantage of the faculty member and the college, a part-time faculty member, who is employed continuously both for at least three years and for at least 36% of a full load, may be placed on Unlimited Part-Time status.

Unlimited Part-Time status of 36% to 80% may be granted to a faculty member if the arrangement is agreed to in writing by the faculty member, the College President, and the Local Association, and approved by the Chancellor and the State Association. Assignments in addition to the agreed upon percentage may be allowed for a specified period but are not guaranteed to continue in any subsequent academic quarter(s). If an Unlimited Full-Time po-

sition is offered to an Unlimited Part-Time faculty member and the offer is refused, such faculty member shall no longer be on Unlimited status. Unlimited Part-Time faculty members except for being on Unlimited status shall accrue benefits like other part-time faculty members.

D. Unlimited Special. If it is to the mutual advantage of the faculty member and the college, an Unlimited Full-Time faculty member's load may be reduced to a load between 50% and 80% of a full-time load for a quarter, two quarters, or one or more academic years. For purposes of this provision, a full-time load shall be defined as one quarter equal 15 credits and one year equals 45 credits. Such reduction must have the agreement of the faculty member, the College President, and the Local Association, and the approval of the Chancellor and the State Association. The agreement relative to the reduction and the conditions under which the faculty member may or must return to full-time status shall be stated in writing at the time of the agreed reduction. Such Unlimited Special faculty member shall have each year of service count as a full year for purposes of seniority, step movement, and sabbatical leave. Other fringe benefits shall accrue to such faculty member in accordance with State regulations in effect at the time. A work assignment load reduction under this provision shall not be construed as a leave of absence under Article XIII.

E. Temporary Full-Time. A temporary full-time faculty member is defined as a faculty member with a full-time assignment for an academic year, extra weeks, a quarter, or a summer session. Such employment terminates at the end of the stated appointment period and is to be used only when such position is clearly a temporary position. A temporary full-time academic year appointment is to be used only under the following circumstances:

1. Replacement of a faculty member on leave;
2. Position is funded by soft money;
3. When the college is unable to meet its affirmative action goals with available candidates and temporary appointment is needed during the continued search process (said appointment shall not exceed one (1) year);
4. When no candidate meets the minimum qualifications as defined by the college and posted by the System office and a temporary appointment is needed during the continuing search process:
5. When special circumstances exist and agreement is reached by the State Association President and the Chancellor (said appointment shall not exceed one year.)

When a faculty member who has held a temporary full-time appointment for one (1) full academic year is rehired to an unlimited full-time position in the same assigned field, the faculty member shall receive an unlimited full-time appointment rather than a probationary appointment.

F. Temporary Part-Time. A temporary part-time faculty member is defined as a faculty member with a part-time assignment for extra weeks, a quarter, or a summer session. Such employment terminates at the end of the stated appointment period.

G. Hiring Practice. It shall be the normal practice to hire Unlimited Full-Time faculty members unless special circumstances, as identified in "E" above, suggest that this would not serve the best interest of the college.

The normal practice shall be to hire a full-time faculty member in a field after three successive quarters in which sufficient demand in the offerings in a field has been equal to or greater than an assignment to a full-time faculty member. Exceptions to this provision (previous sentence) may be made only in the following situations:

1. A faculty member at that college who has received a layoff notice wishes to retrain for the position.

2. Some of these offerings were short courses or seminars of less than a quarter in duration and were not intended to be offered on an on-going basis as a part of the regular curriculum. After the credits generated by such courses have been excluded, if sufficient credits to offer a full-time position exist, such a position will be posted.

3. The course offerings in an occupational field require special expertise in more than one area, a search has been conducted, and no candidate has met the posted qualifications. In such case, an annual internal posting will be made within the Community College System.

4. When special circumstances exist and agreement is reached by the State Association President and the Chancellor or Chancellor's designee. Said agreement shall end at the end of each year unless renewed.

It shall also be normal practice to hire a minimum number of part-time faculty members by combining their assignments to the maximum amount feasible. Unless specified in writing at the time of employment, each faculty member will be presumed to be Unlimited Full-Time.

Section 2. Faculty Movement Between Colleges and Claiming Vacant Positions.

A. Notification. Notice of full-time vacancies of at least one year in each college shall be sent to the Chancellor's office at the same time that the vacancy notice is distributed to other agencies. The Chancellor or designee shall distribute vacancy notices to the colleges for posting on the official bulletin boards simultaneous with any external advertisements or postings. Copies shall also be sent to Local Faculty Association Chapter Presidents and State Association President or designee. No unlimited full-time position shall be offered until at least fourteen (14) calendar days have elapsed after posting at the college, except if an emergency has arisen and the Chancellor and the State Association President have mutually agreed to an exception.

B. Claiming Vacant Positions.

1. Unlimited Full-Time. Current faculty members may claim vacant unlimited full-time positions for which they are qualified in the following order:

    a. Faculty members who have been notified of layoff.
    b. Unlimited faculty members in the order of seniority who are employed in an assigned field at a college in which a faculty member is on notice of layoff.

2. Part-Time. Part-time faculty members who have been employed by a community college for nine (9) or more quarters or for one academic year full-time equivalency shall be employed for any part-time positions for which they are qualified at the college unless faculty members on the layoff lists wish to claim such positions. To claim a position the faculty member must meet the qualifications established in Appendix B or must have held the assignment in the past two years at the college. If more than one eligible part-time faculty member claims such a position, the faculty member with the greater amount of total service in that assignment at that college, shall receive the appointment. If no laid off faculty member claims it or if no such part-time faculty member is available, the position may be offered to others.

C. Seniority. A faculty member who has not been notified of layoff but who accepts a position in another college shall retain system-wide seniority for purposes of claiming positions in the future, salary schedule placement, and sabbaticals. Such faculty member's

seniority at the new college shall be limited to the length of service in the faculty member's assigned field(s) at the college.

D. Claiming Vacant Position Procedure. Faculty members wishing to claim a vacant position must notify the Chancellor or designee of their intent to do so in accordance with the time lines specified on the vacancy notice.

E. Applying for Vacant Position. An Unlimited faculty member who has not received a layoff notice and does not qualify to claim a vacancy under Section 2.B.1.b. and who is an applicant to fill an unlimited full-time vacancy shall be invited for an interview and shall be considered for filling the vacancy. If the faculty member is not given the position, such faculty member shall be notified of the reasons prior to the announcement of the name of the successful applicant.

Section 3. Exchange Status. An exchange status of up to two years shall be granted to a faculty member, upon application by the faculty member and approval by the College President, for the purpose of participating in an exchange program. This status may be granted to faculty members who have arranged to exchange positions within the Minnesota Community College System and to a faculty member who has arranged to exchange positions with a faculty member in a system other than the Minnesota Community College System.

The Employer shall continue its exchange faculty member under the System's salary schedule, and all rights and privileges of that faculty member shall continue in effect during the exchange period.

Faculty members who exchange positions within the System shall be carried on the payroll of the original college, and the allocation of funds to support the positions shall be made to the original college.

Section 4. Change in Position Status. The Board reserves the right to offer to members of the bargaining unit, positions excluded from the bargaining unit. When administrative positions are advertised, notices of such vacancies shall be posted at each college simultaneous with any external advertisements or postings. No faculty member shall be required to accept such a position.

Faculty members returning from non-bargaining unit positions to positions covered in the bargaining unit shall have their seniority restored to the level earned at the time they left the unit. Other rights and benefits shall be restored as though they had continued in the bargaining unit during the time they held the non-bargaining unit position.

Section 5. Layoffs. Layoffs of Unlimited faculty members may occur only when necessary for bona fide, good and sufficient reasons.

A. If a layoff is contemplated by the college administration, the faculty member to be laid off shall be notified of the impending layoff during the fall quarter of the year previous to the year at the end of which the faculty member's service to the college will be terminated. The administration shall provide both the Association and the faculty member affected a written summary of the circumstances giving cause to the layoff and of the alternatives to layoff which have been considered.

B. A faculty member who has received a written notice of layoff shall be granted three (3) quarters or the equivalent of paid release time for the purpose of retraining. If adequate retraining can be completed in less than three quarters, release time shall be granted only as needed. The arrangements and schedules for such release time shall be subject to the mutual agreement of the faculty member and the college president.

C. Layoffs shall be based on inverse seniority within the "assigned field," and a faculty member shall not be laid off if a less senior faculty member in the college holds a position for which the first faculty member has greater seniority. Probationary faculty members in the assigned field shall be terminated before any unlimited faculty member is laid off.

D. In the case of a substantial reduction in funds available to the State Board for Community Colleges every effort shall be made to equalize the effect of the reduction on all staff classifications in the System.

E. No layoffs shall be made if the college continues to employ unclassified part-time faculty members who are providing bargaining unit work which could be provided by the faculty member.

F. For a period of 3 years a laid off faculty member may claim any bargaining unit vacancy in any of the Minnesota Community Colleges for which she/he is qualified. If more than one laid off faculty member claims a particular vacancy, the most senior shall receive the job.

G. The Chancellor's designee shall notify all laid off faculty members of all full-time vacancies within the system as soon as positions are open. The laid off faculty member who wishes to claim a vacancy must so notify the Chancellor's designee in accordance with reasonable time lines as established by the System.

H. The laid off faculty member shall file, with the Chancellor or designee, a statement defining the locations and minimum percentage part-time position, within the Community College System, that would be accepted. Those laid off faculty members who have filed such statements shall be notified of all acceptable part-time vacancies for which they are qualified. The faculty member may reject such part-time offer with no penalty. If the faculty member claims the part-time position, the faculty member shall not forfeit any Unlimited faculty member rights, shall be considered to be on the layoff list, and shall be entitled to all rights of laid off faculty members.

I. If a faculty member has claimed a position within the System as provided for in Section 2,B and Section 5,F, above, and the faculty member's original position is re-instated, said faculty member shall have the first right to reclaim such position.

J. Laid off faculty members shall be considered to be in an "Unrequested Leave" category and shall have the right to continue to participate at the group rate at their own expense in all faculty member insurance benefits for a period up to three years while on such Unrequested Leave.

K. The Minnesota Community College System shall provide upon request consultation on retraining and transfer for faculty members who have received layoff notices.

Section 6. Resignation. An unlimited full-time faculty member may automatically terminate employment by submitting two months written notice of resignation to the College President. Granting releases to faculty members at other times will be at the discretion of the Employer.

ARTICLE XX

SENIORITY AND ASSIGNED FIELDS

Section 1. Seniority Defined. Seniority of a faculty member shall be determined by figuring the total length of continuous Probationary and Unlimited full-time service in the faculty member's assigned field(s) since the faculty member's starting date in the assigned field. The starting date of a faculty member shall be the beginning of the quarter when a faculty member started Probationary/Unlimited Full-time service in the assigned field in a Minnesota State Community College.

After July 1, 1969, when temporary faculty members become probationary or unlimited full-time faculty members, their seniority shall be calculated by including their service to the Community College System prior to the change in status in the following manner:

A. For faculty members who have been employed continuously (at least one quarter per academic year), their seniority shall include their total accumulated temporary service on a pro rata basis.

B. For faculty members who have not been employed continuously, their seniority shall include their total accumulated service after July 1, 1974, on a pro rata basis.

Faculty members may request seniority recalculations by submitting documentation based upon the above within sixty (60) calendar days after the beginning of the 1985-86 academic year or after distribution of the 1985-87 contract, if later than the beginning of the academic year. Temporary service credit based on the above provisions shall be calculated on information available from official Community College documents. The employer shall respond no later than sixty (60) calendar days after the deadline for submission by faculty members.

The assigned field of a faculty member shall become official when the field(s) appear(s) on the list maintained in the Chancellor's Office, a complete and accurate copy of this list shall be made available to the MCCFA upon request but not later than November 1st of the academic year. Upon initial hiring a written notice of the assigned field shall be sent to the faculty member and a written notice of any change in assigned field shall be sent to the faculty member. If subsequent to a faculty member's start of Unlimited Full-time service in the faculty member's initial assigned field, another assigned field is/was approved for such faculty member, the seniority in this assigned field shall start at the beginning of the quarter when such assigned field was approved.

Once an assigned field is approved and established for a faculty member, the faculty member continues to accumulate seniority in that field for as long as the faculty member remains as an Unlimited Full-time faculty member in the System.

For purposes of seniority, all Minnesota Community Colleges shall be considered to have the same starting date for comparable quarters. Where two or more faculty members have the same seniority, their relative position shall be determined by using the following criteria in the order listed:

A. The faculty member with the greater total employment in the Minnesota Community College System, including temporary employment on a pro rata basis, shall have the greater seniority.

B. The faculty member with the higher number of graduate credits in the assigned field shall have the greater seniority.

C. If after consideration of A, and B, a tie still exists, the tie shall be broken by lot.

In relation to seniority in an assigned field at one campus, ties in seniority shall be broken at the time of employment. In relation to two or more faculty members claiming a vacant position, ties in seniority shall be broken at the time of claiming.

Once a tie is broken, the resulting order of seniority between the involved faculty members may be changed only by terms of the following paragraph:

Seniority shall be broken by resignation, retirement, failure to return from an authorized leave of absence, or failure to return from a layoff. An Unlimited Full-time faculty member who is placed in a temporary part-time status shall not be considered to have had a break in service during the period of part-time status.

Section 2. Assigned Field(s) of Faculty Members. The original assigned field of instructors, or counselors, or librarians shall be the field for which the faculty member was hired as approved by the Chancellor or designee. Upon initial hiring, the college shall provide the faculty member with written notice of the assigned field. An additional assigned field(s) may be added, by the Chancellor or designee, under the following provisions:

A. Initial Hire

As part of the original assigned field when the assignment is verified by the college to include at least six (6) credits per quarter for four quarters within the first two (2) academic years, the College President verifies that the assignment will continue, and the faculty member meets the criteria defined in Appendix C.

B. Subsequent to Initial Hiring.

As an additional assigned field when a faculty member has completed four quarters within two (2) consecutive academic years of at least six (6) credits each in the requested assigned field, the college president verifies that the assignment will continue, and the faculty member meets the criteria defined in Appendix C.

C. Any redefinition of assigned fields, redefinition of desirable qualifications, the definition of desirable qualifications for new programs and the designation of the appropriate assigned field for new programs shall be made by the Chancellor only after consultation between the Chancellor or designee and the Association.

ARTICLE XXI

MISCELLANEOUS RIGHTS OF FACULTY MEMBERS

Section 1. Textbooks. All textbooks and other teaching materials to be purchased by students shall be selected by the faculty member, except that a textbook authored by a faculty member of the State's education systems or of the University of Minnesota may be used as a required course material only upon receipt of written approval from the dean to whom the faculty member, making such requests, reports.

Section 2. Citizenship. Faculty members shall be entitled to full rights of citizenship and no outside religious or political activities of any faculty member or the lack thereof, shall be the grounds for any discipline or discrimination with respect to the professional employment of such faculty member.

Section 3. Academic Rights. The faculty member shall have the right to freely discuss the faculty member's subject in teaching, to choose teaching methods consistent with available resources, to evaluate student performance, to select library and other educational materials consistent with available resources, and to research and publish.

Section 4. Faculty Member Work Rules. Each faculty member shall be given a copy of the Employer Work Rules and Regulations. Each rule or regulation shall include its effective date, cite its origin, and be presented in a uniform format and numbering system as prescribed by the Chancellor. Such format and numbering system shall include only rules and regulations affecting terms and conditions of employment. Each new or changed rule or regulation shall be distributed to faculty members upon adoption, with a notation as to the rule or regulation it replaces or changes. Faculty members shall not be held accountable for such rules and regulations until distribution to the faculty members has been made. A copy of each college's personnel directory shall be furnished to the State Association upon request.

Section 5. Confidentiality. Faculty members will not be required to disclose confidential information obtained by them regarding students.

Section 6. Check Distribution. Faculty members may, by providing addressed-stamped envelopes and any necessary instruction, have their checks mailed for deposit to the bank of their choice.

Section 7. Delegate Assemblies. A delegate to the MCCFA and/or the MEA Delegate Assembly will be excused one day for each Assembly provided that the faculty member has notified the college president or designee as to the dates of the planned absence before the start of the quarter in which the Assembly is scheduled. Up to seven (7) delegates from the system will be excused to attend the NEA Delegate/Representative Assembly for three (3) consecutive working days provided that the faculty member has notified the college president or designee as to the dates of the planned absence before the start of the quarter in which the Assembly is scheduled.

Section 8. Release Time for MCCFA President. The President of MCCFA shall be granted release time from college assigned duties to conduct the business of the State Association. The amount of release time shall be between half and full time per quarter. The amount of release time per quarter shall be specified by the State Association before the beginning of each academic year.

The State Association President shall remain on the State payroll at the regular salary and lose no benefits. MCCFA shall reimburse the State Board for Community Colleges for the State President's release time at the part-time per credit rate listed in Article XI, Section 4 for the amount of release time granted.

Effort will be made to schedule the State Association President's college duties to accommodate Association responsibilities.

A faculty member who has served as MCCFA President shall be given the right to a full-pay one-quarter sabbatical if he/she has served one term; a two-thirds pay, two quarter sabbatical if she/he has served two (2) terms and a two-thirds pay three quarter sabbatical if he/she has served three (3) or more terms. The sabbatical shall be consistent with the applicable provisions of Article XII, Section 7. However, the President's sabbatical shall be in addition to earned sabbaticals granted under Article XII, Section 7.

Section 9. Release Time For Other Association Officers. The Association may buy release time for up to three other officers. The amount of release time shall be specified by the State Association before the beginning of each academic quarter or at other times by mutual agreement. Such officers shall remain on the state payroll at their regular salary and lose no benefits. MCCFA shall reimburse the State Board for Community Colleges for such officers' release time at the part-time

per credit rate listed in Article XI, Section 4 for the amount of release time granted.

Effort will be made to schedule such officers' college duties to accommodate their Association responsibilities.

Section 10. Embarrassment. Discussions involving the Employer which concern a faculty member's performance on the job shall be held in a manner which will not embarrass the faculty member before other faculty members, students, or the public.

ARTICLE XXII

FACILITIES AND EQUIPMENT

The employer will make reasonable effort to provide each faculty member with sufficient equipment, facilities, support services, and secretarial services necessary for the faculty member to perform her/his assignment.

ARTICLE XXIII

MISCELLANEOUS PROVISIONS

Section 1. College Closing. In the event the Employer closes the college facilities because of inclement weather or emergency repairs to the physical facilities of the campus, faculty members will not be required to make up the time lost during such closing, and the faculty members shall not lose salary or benefits as a result of such closing.

Section 2. Classes at Other Institutions. Insofar as practicable, faculty member's schedules are to be arranged whenever requested to allow faculty members to attend classes at other institutions of higher education up to six (6) credits per quarter.

Section 3. Tuition Waiver at Minnesota Community Colleges. Faculty members holding unlimited appointments or 75% time appointments over the academic year shall be entitled to enrollment on a space available basis in courses at any Minnesota Community College without payment of tuition. Such enrollment shall not exceed eight (8) credits per academic quarter or summer session, nor a total of twenty-four (24) credits per year. In the event the faculty member does not exercise this right, the faculty member's spouse or dependents shall be eli-

gible to take credits within the limits above, with waiver of tuition only. "Space available" shall be interpreted to allow the faculty member, spouse, or dependent to register for classes through the normal registration process. However, individuals enrolled in a class under this provision shall not be included in the class tally count used in determining maximum class size.

Section 4. Attendance at Community College Functions. Faculty member attendance at all community college functions and activities shall be voluntary unless part of the faculty member's load.

Section 5. Liability. The employer does not accept liability for personal property of faculty members stored or utilized on college property.

Section 6. Assignment of Unit Work to Excluded Unclassified Staff Members. Excluded unclassified staff members may be given assignments of the type that are normally given to faculty members. However, when this is done, the instructor, counselor, or librarian assignments shall not exceed 35% of the assignment unless the assignment was between 35% and 50% during the 1976-77 year, in which case the assignment may continue at that level. Effort will be made to reduce the assignment to 35% as soon as it is practical. In the event of special circumstances an exception may be approved by the Chancellor and the State Association. No unlimited faculty member shall be displaced because of instructor, counselor, or librarian assignments to excluded unclassified staff members. No member of the bargaining unit shall exercise supervision over any other member of the bargaining unit except as specified in Article X, Section 5, Departments and Department Coordinators, Section 6, Occupational Program Coordinators and Section 8.A, Athletic Coordinators.

Section 7. Physical Examinations. Physical examinations required by the Employer shall be paid for by the Employer.

Section 8. Protection of Bargaining Process. Instructors, counselors, and librarians who are not included in the bargaining unit will not receive any term or condition of employment that is more advantageous than those contained in this Contract.

ARTICLE XXIV

WRITTEN REPRIMAND, SUSPENSION, DISMISSAL FOR CAUSE

Disciplinary action may be imposed upon a faculty member for just cause. Disciplinary action or measure shall include only the following:

1. Written reprimand
2. Suspension
3. Dismissal

A faculty member who is to be disciplined has the right to request and have the Association President or designee on the campus present when the disciplinary action is taken, except in cases in which a written reprimand is to be sent to a faculty member.

Section 1. Written Reprimand. If a written reprimand is given to a faculty member it shall be done in a manner that will not embarrass the faculty member before the other faculty members, students, or the public. The faculty member shall be given the opportunity to respond to any written reprimand and the response shall be entered into the faculty member's personnel record along with the reprimand. The faculty member shall be given a copy of any entry in the faculty member's personnel file and shall be permitted to insert a response thereto. Only such material as is entered in the faculty member's personnel file shall be used as evidence in any subsequent disciplinary action or hearing. If it is determined through the Grievance Procedure that a written reprimand was issued without just cause, such reprimand shall be removed from the faculty member's personnel file. Upon the written request of a faculty member, the contents of the personnel file shall be disclosed to the faculty member and/or the Association representative and/or legal counsel.

Section 2. Suspension. A faculty member may be suspended for up to fifteen (15) work days with or without pay for just cause. The faculty member shall be notified in writing of a proposed suspension, specifying the reasons.

Section 3. Dismissal for Cause. An Unlimited Faculty Member may be dismissed for just cause by the College President upon ten (10) calendar days advance written notice. The reason for dismissal must be stated in the notice to the faculty member.

Section 4. Grievability. Disciplinary actions for just cause shall be subject to the Grievance Procedure. A faculty member dismissed for

cause may initiate the grievance at Step II. If a faculty member fails to grieve a disciplinary action in a timely manner pursuant to Article XXVI, such faculty member is considered to have waived the right to appeal as provided in this Contract.

Section 5. Arbitration Hearing. At any arbitration hearing concerning disciplinary actions for just cause, both the faculty member and the Employer shall have the right to be represented by counsel, to be heard, to have witnesses testify, to see all evidence and to cross examine all witnesses. The Employer assumes the burden of substantiating the charges through presentation of proper, relevant, and sufficient evidence. The hearing shall be open or closed at the mutual agreement of the parties.

ARTICLE XXV

PERSONNEL FILES

Each college shall maintain at the college one (1) official personnel file for each faculty member. Such file shall contain personnel transactions, official correspondence with the faculty member, disciplinary actions, and other data relevant to the faculty member's performance of duties. Unsigned letters, unsigned statements, or unsigned evaluations shall not be placed in this file. Only those Minnesota Community System employees or agents or other persons specifically authorized and whose job responsibilities require it, by law, shall have access to a faculty member's personnel file. Access shall also be provided to the faculty member as the subject of the private data and to other persons after presentation to the college of written authorization from the faculty member.

A faculty member shall have the right to place such material in his/her personnel file which he/she determines has a bearing on the faculty member's performance of his/her duties. Upon request of the faculty member, the college shall provide two (2) copies of the contents of the personnel file. Additional copies shall be provided at the cost of the faculty member.

Annually, any material which a faculty member requests be removed from his/her file shall, with the approval of the president, be removed. A faculty member shall upon request, have data removed from the file which is more than two (2) years old, with the following three exceptions:

1) that which is required to be kept by law;

2) written reprimands which shall be removed after three years provided that no further discipline has been taken against the faculty member during the interim;

3) written records of suspension which shall be removed after five (5) years provided that no further discipline has been taken against the faculty member in the interim.

ARTICLE XXVI

GRIEVANCE PROCEDURE

Section 1. Complaints. Definition: A complaint is an informal claim by a faculty member, or group of faculty members in the bargaining unit or by the Local Association of alleged improper, unfair, arbitrary or discriminatory treatment. A complaint may constitute a grievance, if not mutually resolved and if the complaint falls within the definition of a grievance. Complaints shall be processed only through the informal procedure for handling complaints as herein set forth.

Section 2. Informal Procedure for Handling Complaints. Any faculty member in the bargaining unit either with or without the Association grievance representative on the campus may orally present and discuss a complaint on behalf of any faculty member or group of faculty members with the community college officer involved to whom the faculty member or group of faculty members is responsible, and it shall be entirely informal. Any settlement, withdrawal, or disposition of a complaint at this informal stage shall not constitute a binding precedent in the settlement of similar complaints or grievances.

No complaint can become a grievance until it has gone through the informal procedure for handling complaints.

Section 3. Grievances. A grievance is defined as a dispute or disagreement raised in writing by a faculty member or the Association against the Employer involving the interpretation or application of the specific provisions of this Contract or application of a rule or regulation affecting terms and conditions of employment in other than a uniform manner or other than in accord with the provision of the rule or regulation.

Grievances as defined shall be processed in the following manner on a uniform grievance form furnished by the Employer. No reprisals of any kind shall be taken against a faculty member for participating in a grievance.

Section 4. Grievance Steps.

Step 1. If a complaint, which has gone through the Informal Procedure for Handling Complaints and has not been resolved at that level, falls within the definition of a grievance, a grievance may be filed on the official grievance form supplied by the Employer. No grievance shall be entertained or processed unless it is submitted within twenty (20) working days after the first occurrence of the event giving rise to the grievance, or within twenty (20) working days after the faculty member through the use of reasonable diligence should have obtained knowledge of the first occurrence of the event giving rise to the grievance. If such event occurs during the summer when the faculty member involved is not on duty, the first day shall be deemed to be the first day of duty in the succeeding academic year. The written grievance signed by both the faculty member and the Association grievance representative on the campus in the individual faculty member grievances, and the Association grievance representative on the campus alone in Association grievances, shall set forth the nature of the grievance, the facts on which it is based, the alleged violation, and the relief requested. The College President or designee shall discuss the grievance within five (5) working days with the Association grievance representative on the campus at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, (not necessarily at the meeting, may be after the meeting), the settlement shall be reduced to writing and signed by the College President or designee and the Association grievance representative on the campus. If no settlement is reached, the College President or designee shall give the Employer's written answer to the Association Grievance representative on campus within five (5) working days following their meeting and shall also forward a copy to the Chancellor. A grievance, for action which does not occur at the college where the grievant is employed, shall begin at step 2 of the grievance procedure.

Step 2. If the grievance is not settled in Step 1 and the Association desires to appeal, it shall be referred by the State Association in writing to the Chancellor or designee within ten (10) working days after the designated College President's answer in Step 1 is due. A meeting or discussion between the Chancellor or designee and the State Association Representative shall be held within ten (10) working days at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Chancellor or designee and the State Association representative. If no settlement is reached, the Chancellor or designee shall give the Employer's written answer to the State Association within five (5) working days following the meeting.

Step 3. If the grievance is not settled in accordance with the foregoing procedure, the State Association may refer the grievance to arbitration within seven (7) working days after the answer of the Chancellor or designee in Step 2 by serving written notice of same to the Commissioner of Employee Relations with a copy to the Chancellor or designee. The parties shall attempt to agree upon an arbitrator within five (5) working days after receipt of notice of referral, and in the event the parties are unable to agree upon an arbitrator within said five (5) day period, either party may request the Director of the Bureau of Mediation Services to submit a panel of five (5) arbitrators. Both the Employer and the State Association shall have the right to strike alternately two (2) names from the panel. The State Association shall strike the first name, the Employer shall then strike one name, and the process will be repeated and the remaining person shall be the arbitrator. The arbitrator shall be notified of selection by a joint letter from the Employer and the State Association requesting that a time and place for a hearing be set at a location that is most convenient to all participants, subject to the availability of the Employer and the State Association.

Section 5. Arbitrators's Authority. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Contract. The arbitrator shall consider and decide only the specific issue submitted in writing by the Employer and the State Association, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. The arbitrator shall submit in writing the decision within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon the interpretation or application of the express terms of this Contract and to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the Employer, the Association, and the faculty members.

The fees and expenses of the arbitrator shall be divided equally between the Employer and the State Association; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 6. Time Limits. If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specific time limit or any agreed extension thereof, it shall be considered settled on the basis of

the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specific time limits, the Association may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step, except the time limit for filing the grievance in Step 1, may be extended by mutual written agreement of the Employer and the Association, in each step, which extension shall not be unduly withheld by either party. The term "working days" as used in this Article shall mean the days Monday through Friday inclusive (including holidays), but excluding calendar breaks of the academic year.

Section 7. Evidence. There shall be no withholding of evidence or information within the knowledge of either party at any step of the proceedings.

ARTICLE XXVII

COMPLETE AGREEMENT AND WAIVER

The parties acknowledge that, during the negotiations which resulted in the Contract, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Contract. Therefore, the Employer and the Association, for the life of this Contract, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Contract.

It is understood by the parties that this Contract and any attached memoranda of agreement are the entire agreement and conclude negotiations for the 1985-87 biennium and that this contract must be submitted to the Minnesota Legislature for approval. Accordingly, both parties pledge their complete and active support toward early affirmative action by the Legislature.

Concurrently, the parties further agree not to support or seek to modify, its terms through legislative action which would alter the express provisions of this Contract.

ARTICLE XXVIII

LEGISLATION AND RULE CHANGES

The Employer agrees to draft all necessary legislation and rule changes required to implement the full provisions of this Contract. The Employer agrees to consult with the Association regarding such legislation before it is introduced in the legislature. The Employer agrees to consult with the Association regarding such rule changes.

ARTICLE XXIX

SAVINGS CLAUSE

This Contract is intended to be in comformity with all valid federal and state laws and rules and regulations. In the event that any provision of this contract is found to be unlawful by court or other authority having jurisdiction, then such provision shall be inoperative, but all other valid provisions shall remain in full force and effect. Where a provision which has been rendered inoperative by this Article subsequently becomes legal as a result of a modification of federal and state laws during the term of this contract or extension thereof the operation of such provision shall be renewed.

If the implementation of any provision of this Contract is rendered unlawful by wage and price controls promulgated by valid federal and state law, rules and regulations thereof, or by Executive Order, then only the specific provisions rendered unlawful shall be invalid and the remainder of this Contract shall continue in full force and effect for its term. Provided, however, any provision of this Contract so rendered unlawful shall be implemented at such time, in such amounts and for such periods, retroactively and prospectively, as will be permitted by law at any time during the term of this Contract or extension thereof.

This Contract supersedes all Board policy and rules and regulations that are inconsistent with it.

ARTICLE XXX

TERM OF CONTRACT

This Contract shall be effective on the 1st day of July, 1985, subject to acceptance by the Minnesota State Legislature, and shall remain in full force and effect through the 30th day of June, 1987. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no later than August 15, 1986, or by August 15th of any succeeding year, that it desires to modify this contract. In the event that such notice is given, negotiations shall begin no later than November 1, of the year in which the notification is given. This Contract shall remain in full force and effect during the period of negotiations and until notice of termination of this Contract is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Contract, written notice must be given to the other party not less than ten days prior to the desired termination date which shall not be before the expiration date set forth in the preceding paragraph.

In witness whereof, the parties hereto have set their hands this 12th day of March, 1986.

FOR THE STATE OF MINNESOTA/
MINNESOTA STATE BOARD FOR
COMMUNITY COLLEGES

Nina Rothchild, Commissioner
Department of Employee Relations

Lance Teachworth
State Labor Negotiator

Gerald Christenson, Chancellor
Minnesota Community College
System

FOR THE MINNESOTA
COMMUNITY COLLEGE
FACULTY ASSOCIATION:

James M. Durham
President
Minn. Community College
Fac. Assoc.

Elaine Hauff
Negotiator

Wayne Moen
Negotiator

Joyce M. Wood
Minnesota Community College System

Norman Nelson
Negotiator

Jack Sattel
Negotiator

Cal Minke
Negotiator

William L. Newton,
Admin. Assist.

Memorandum of Agreement

Arrowhead Community College

WHEREAS the Minnesota State Board for Community Colleges has decided to consolidate Hibbing Community College, Itasca Community College, Mesabi Community College, Rainy River Community College and Vermillion Community College into one college, to be called Arrowhead Community College (A.C.C.), with the five named campuses in order to maintain and increase the educational services to the citizens in the northeastern region of Minnesota; and

WHEREAS the employment contract between the Minnesota Community College Faculty Association and the State of Minnesota uses the terms "campus" and "college" synonymously; and

WHEREAS it is the mutual desire and intent of the Association and the State to eliminate all confusion and ambiguity which could result from the application of contract langauge in this new multi-campus college; therefore

BE IT KNOWN that the Association and the State agree to the following application of contractual provisions.

Article VI

1. Exchange of Views (E.O.V.) will continue at the campus level for policies or decisions made at the campus level.

2. E.O.V. will take place at the A.C.C. level for policies and decisions made at the A.C.C. level.

    a. The A.C.C. Association E.O.V. Committee will consist of two Association representatives from each campus certified by the State Association.

    b. The Administrative E.O.V. Committee will consist of the A.C.C. President, the five campus Provosts and no more than four other representatives of the state certified by the Chancellor.

    c. A.C.C. E.O.V. meetings will rotate among the five campuses and the A.C.C. shall provide either transportation or mileage reimbursement for the Association representatives.

    d. A.C.C. E.O.V. meetings shall be held quarterly, or more often by mutual agreement.

e. All of the other provisions of Article VI concerning the E.O.V. process shall apply at both campus and A.C.C. levels.

Article VII

Association representatives will be certified by the State Association at the campus level except for the A.C.C. E.O.V. Committee which will be certified at the A.C.C. level.

Article IX

1. The academic calendar shall be determined by the College Provost at each campus following the process delineated in this article.

2. The summer school rotation list of faculty shall be established at each campus.

Article XII

1. Leaves of absence with pay shall be approved by the campus Provost or designee.

2. The 7% and 3% (rounded up to the next whole number) guarantee of sabbatical leaves shall apply at the campus level except that sabbatical leaves unused at the campus level shall be made available to A.C.C. faculty members at the other A.C.C. campuses by seniority.

3. Appeals on sabbatical applications shall be made directly to the Chancellor.

Article XIII

Leaves of absence without pay shall be approved by the campus Provost or designee.

Article XVII

Staff development funds shall be allocated and disbursed at the campus level except that any staff development funds not used at any of the five campuses shall revert to A.C.C. for use by the faculty on its other campuses within the same fiscal year.

Article XIX

1. In cases of multi-campus assignments, the faculty member shall have a designated "home campus."

2. A faculty member shall qualify for the right to claim vacant positions under Section 2.B.1.b. at the A.C.C. level.

Article XX

Seniority shall accrue at the "home" campus level.

Article XXI

Work rules and regulations may be made at either the campus or the A.C.C. level, as appropriate, providing that all other relevant contractual provisions are followed.

Article XXII

The "college closing" provisions shall be implemented at the campus level.

Article XXIII

Disciplinary actions involving faculty members shall be taken only by the campus Provost or designee.

Article XXVI

1. The complaint and Step 1 stages of the grievance process shall be implemented at the campus level for action or decisions made at the campus level and at the A.C.C. level for actions or decisions made at the A.C.C. level. The employer shall clearly define where such actions or decisions are made.

2. Step 2 of the grievance procedure shall be processsed for the employer by the Chancellor or designee.

AND BE IT FURTHER KNOWN that if, in the above, any provision of the contract which is germane to this reorganization has not been clarified, the Association and the State agree to attempt first to find a mutually agreeable interpretation of the provision before the grievance procedure is implemented. Grievance time-lines shall not apply until either the Association or the State judges that agreement or interpretation cannot be reached, provided that, however, a written request for clarification has been made within twenty (20) working days after the first occurrence of the event giving rise to the request, or within twenty (20) working days after a faculty member, through the use of reasonable diligence, should have obtained knowledge of the first occurrence of the event giving rise to the request.

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APPENDIX A

BARGAINING UNIT

The Bureau of Mediation Services, Case No. 83-PR-1219-A recognizes the Association as the exclusive representative for all instructors, counselors, and librarians who meet the statutory definition of public employee except those:

a. who teach one course for up to four (4) credits for one (1) quarter in a year;

b. who teach only non-credit community service or community education courses;

c. who are substitutes who work fewer than thirty-one (31) days while replacing an instructor, counselor or librarian already in the bargaining unit;

d. who provide services for not more than two (2) consecutive quarters to the community college board under the terms of a professional or technical services contract as defined in M.S. 16.98; and

e. all presidents, vice presidents, assistants to presidents, provosts, vice provosts, deans, assistant deans, associate deans, directors and assistant directors and all classified personnel and any other employees excluded by M.S. 179A.01-179A.25.

APPENDIX B

QUALIFICATIONS FOR CLAIMING PART-TIME POSITIONS

The requirements which appear below constitute minimum qualifications required of persons who wish to claim positions under Article XIX, Section 2.5(2) of the Contract. All degrees and credits must be from graduate schools of recognized institutions of higher education.

Librarian

A Masters degree, with a major in library science.

Audio-Visual Specialist

A Master's degree, with at least twenty-three graduate quarter credits in audio-visual education.

Instructor in Liberal Arts and Sciences

A Master's degree with at least twenty-three graduate quarter credits which would apply to the assignment.

Instructor of Specialized Courses in an Associate Degree Technical Program

A baccalaureate degree with a major which would apply to the assignment, plus any additional requirements by licensure bodies or other agencies which have been accepted by the State Board for Community Colleges, plus three years (6000 hours) of work experience directly related to the assignment or two years (4000 hours) of work experience if the instructor has a graduate degree with a major which would apply to the assignment.

Instructor in a Vocational Certificate Program

As stated in the Minnesota Plan for Vocational Education, except that the human relations training required of public school teachers shall not be required.

Counselor

A Master's degree in counseling.

Financial Aids Officers

A Masters degree with at least 23 graduate quarter credits from among the areas of counseling, psychology, or student personnel.

Placement Officer

A Master's degree with at least 23 graduate credits from among the areas of counseling, vocational education, personnel psychology, personnel administration or student personnel.

(_____) Specialist

A Master's degree with at least 23 graduate quarter credits appropriate to the speciality, as determined by the Chancellor or designee at the time the position is established.

APPENDIX C

QUALIFICATIONS FOR ADDITIONAL ASSIGNED FIELDS

The requirements which appear below constitute minimum qualifications required for an additional assigned field as provided in Article XX, Section 2 of the Contract. All degrees and credits must be from graduate schools of recognized institutions of higher education.

Librarian

A Master's degree with a major in library science.

Audio-Visual Specialist

A Master's degree, with at least twenty-three graduate quarter credits in audio-visual education.

Instructor in Liberal Arts and Sciences

A Master's degree with at least twenty-three graduate quarter credits which would apply to a major in the assigned field.

Instructor of Specialized Courses in an Associate Degree Technical Program

A baccalaureate degree with a major in the area of the assigned field, plus any additional requirements by licensure bodies or other agencies which have been accepted by the State Board for Community Colleges, plus three years (6000 hours) of work experience directly related to the assignment or two years (4000 hours) of work experience if the instructor has a graduate degree with a major in the area of the assigned field.

Instructor in a Vocational Certificate Program.

As stated in the Minnesota Plan for Vocational Education, except that the human relations training required of public school teachers shall not be required.

Counselor

A Master's degree in counseling.

Financial Aids Officer

A Master's degree with at least twenty-three graduate quarter credits from among the areas of counseling, psychology, or student personnel.

Placement Officer

A Master's degree with at least twenty-three graduate quarter credits from among the areas of counseling, vocational education, personnel psychology, personnel administration or student personnel.

(_____) Specialist

A Master's degree with at least twenty-three graduate quarter credits appropriate to the speciality, as determined by the Chancellor or designee at the time the position is established.

EMPLOYMENT CONTRACT
Between
STATE OF MINNESOTA/MINNESOTA STATE BOARD FOR COMMUNITY COLLEGES
and
MINNESOTA COMMUNITY COLLEGE FACULTY ASSOCIATION
1985-87

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